

Des Moines Area Community College

Open SPACE @ DMACC

Board of Directors Meeting Minutes

9-8-2014

Board of Directors Meeting Minutes (September 8, 2014)

DMACC

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Board of Directors
Des Moines Area Community College

Regular Board Meeting
September 8, 2014 – 4:00 p.m.

DMACC at Perry VanKirk Career Academy
1011 2nd Avenue, Perry

Agenda

1. Call to order.
2. Roll call.
3. Consideration of tentative agenda.
4. Public comments.
5. Presentations:
 - Hollie Coon; Director of Program Development
 - Carolyn Farlow; Special Projects Coordinator, and Sara Moore; Career Services Specialist
 - Kim Didier; Executive Director of DMACC Business Resources
6. Consent Items.
 - a. Consideration of minutes from July 14, 2014 Regular Board Meeting.
 - b. Human Resources report.
 - c. Consideration of payables.
7. Board Report 14-107. A resolution approving the form and content and execution and delivery of a New Jobs Training Agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional certificates, directing the publication of a Notice of Intention to Issue not to exceed \$440,000 aggregate principal amount of New Jobs Training Certificates (**Ag Leader Technology, Inc. Project #3**) of Des Moines Area Community College.
8. Board Report 14-108. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Creative Werks, Inc. Project #4**.
9. Board Report 14-109. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Pella Professional Machine Shop, Inc.**

10. Board Report 14-110. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **TPI Iowa, LLC Project #3.**
11. Board Report 14-111. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Two Rivers Marketing Corp.**
12. Board Report 14-112. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Bridgestone Americas Tire Operations, LLC Project #6.**
13. Board Report 14-113. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Two Rivers Marketing Corp. Project #2.**
14. Board Report 14-114. Approval of Workforce Training and Economic Development Allocation for FY 2015.
15. Presentation of financial report.
16. President's Report.
17. Committee Reports.
18. Board Members' Reports.
19. Information Items:
 - October 13 – Annual Board Meeting, Boone; 4:00 p.m.
 - October 17 – Fall President's Day
 - December 3 – Newton Campus Fall Graduation; 4:00 p.m.
 - December 5 – Carroll Campus Fall Graduation; 5:00 p.m.
 - December 9 – West Campus Fall Graduation; 5:00 p.m.
 - December 10 – Ankeny Campus Fall Graduation; 6:00 p.m.
 - December 11 – Boone Campus Fall Graduation; 5:00 p.m.
20. Closed Session – Personnel Evaluation.
21. Return to Open Session for Action Item following Closed Session.
22. Discussion Item: College Projects in Planning Phase.
23. Adjourn.

Note: MJ Dolan and Dave Palmer to attend dinner after board meeting to discuss IACCT issues and accomplishments.

Board of Directors
Des Moines Area Community College

REGULAR MEETING
September 8, 2014

The regular meeting of the Des Moines Area Community College Board of Directors was held at the Perry VanKirk Career Academy on September 8, 2014. Board Chair Joe Pugel called the meeting to order at 4:00 p.m.

ROLL CALL

Members present: Fred Buie, Kevin Halterman, Jim Knott, Cheryl Langston, Carl Metzger, Joe Pugel, Wayne Rouse, **Madelyn Tursi*.

Members absent: Felix Gallagher.

Others present: Rob Denson, President/CEO; Carolyn Farlow, Board Secretary; Joe DeHart, Board Treasurer; faculty and staff.

CONSIDERATION OF
TENTATIVE AGENDA

Rouse moved; seconded by Langston to approve the tentative agenda as presented.

Motion passed unanimously. Aye-Buie, Halterman, Knott, Langston, Metzger, Pugel, Rouse. Nay-none.

PUBLIC COMMENTS

None.

PRESENTATIONS

Hollie Coon, Director of Program Development, welcomed everyone to Perry and introduced Bill Clark. Clark presented information regarding the Perry Promise Scholarship for tuition reduction and also thanked the board and administration for their support of the Perry community. Coon then presented enrollment statistics and provided an overview of the recent activities at the Perry VanKirk Career Academy.

Carolyn Farlow, Special Projects Coordinator, provided an overview of the DMACC Career Connection website and then introduced Sara Moore, Career Services Specialist, who presented information on the services provided at DMACC's Career Center.

Kim Didier, Executive Director of DMACC Business Resources, provided an overview of DBR activities and then introduced Bonnie Slykhuis, Coordinator of Lean Implementation, and Emily Betz, Coordinator of Process Improvement & Technology, to present information on our competitive advantage in Workplace Lean.

**Tursi arrives at 4:15 p.m.*

CONSENT ITEMS

Halterman moved; seconded by Tursi to approve the consent items: a) Minutes from the July 14, 2014 Regular Board Meeting; b) Human Resources Report and Addendum (Attachment #1); and c) Payables (Attachment #2).

Motion passed unanimously. Aye-Buie, Halterman, Knott, Langston, Metzger, Pugel, Rouse, Tursi. Nay-none.

APPROVE NEW JOBS
TRAINING AGREEMENT

Board Report 14-107. Attachment #3. Tursi moved; seconded by Metzger to approve the form and content and execution and delivery of a New Jobs Training Agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional certificates, directing the publication of a Notice of Intention to Issue not to exceed \$440,000 aggregate principal amount of New Jobs Training Certificates (**Ag Leader Technology, Inc. Project #3**) of Des Moines Area Community College.

Motion passed on a roll call vote. Aye-Buie, Halterman, Knott, Langston, Metzger, Pugel, Rouse, Tursi. Nay-none.

APPROVE TRAINING OR
RETRAINING
AGREEMENTS

Langston moved; seconded by Halterman to approve Items #8 through #13 as one consent item.

Motion passed on a roll call vote. Aye-Buie, Halterman, Knott, Langston, Metzger, Pugel, Rouse, Tursi. Nay-none.

*Creative Werks, Inc.
Project #4*

Board Report 14-108. Attachment #4. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Creative Werks, Inc. Project #4**.

*Pella Professional
Machine Shop, Inc.*

Board Report 14-109. Attachment #5. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Pella Professional Machine Shop, Inc.**

TPI Iowa, LLC Project #3

Board Report 14-110. Attachment #6. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **TPI Iowa, LLC Project #3**.

*Two Rivers Marketing
Corp.*

Board Report 14-111. Attachment #7. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Two Rivers Marketing Corp.**

*Bridgestone Americas
Tire Operations, LLC
Project #6*

Board Report 14-112. Attachment #8. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Bridgestone Americas Tire Operations, LLC Project #6**.

*Two Rivers Marketing
Corp. Project #2*

Board Report 14-113. Attachment #9. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Two Rivers Marketing Corp. Project #2**.

APPROVE WTED
ALLOCATION FOR FY15

Board Report 14-114. Buie moved, seconded by Langston to adopt the FY15 Des Moines Area Community College plan for use of the Workforce Training and Economic Development Fund allocation.

Motion passed on a roll call vote. Aye-Buie, Halterman, Knott, Langston, Metzger, Pugel, Rouse, Tursi. Nay-none.

FINANCIAL REPORT Greg Martin, Vice President for Business Services, presented the August 2014 two month financial report as shown in Attachment #10 to these minutes.

COMMITTEE REPORTS Board Chair Joe Pugel provided a brief overview of the latest President's Review Committee meeting.

CLOSED SESSION – EVALUATION Tursi moved; seconded by Rouse to hold a closed session as provided in Section 21.5(1)(i) of the Open Meetings Law to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. There is a written request for the Closed Session on file.

Motion passed on a roll call vote. Aye-Buie, Halterman, Knott, Langston, Metzger, Pugel, Rouse, Tursi. Nay-none.

RETURN TO OPEN SESSION The Board returned to open session at 6:25 p.m. An audio recording of the closed session has been placed in the lock box at Community State Bank.

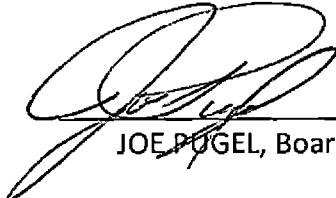
PRESIDENT'S CONTRACT Metzger moved; seconded by Tursi to approve the President's contract for the July 1, 2014 to June 30, 2015 period at the annual salary of \$280,000. This motion is to include all previous contractual provisions between the Board of Directors and the President.

Motion passed on a roll call vote. Aye-Buie, Halterman, Knott, Langston, Metzger, Pugel, Rouse, Tursi. Nay-none.

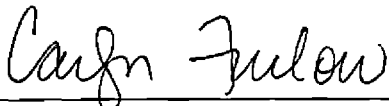
DISCUSSION ITEM The board discussed college projects currently in the planning phase at various campus locations.

**Tursi departs at 6:45 p.m.*

ADJOURN Buie moved to adjourn; seconded by Rouse. Motion passed unanimously and at 6:55 p.m., Board Chair Pugel adjourned the meeting. Aye-Buie, Halterman, Knott, Langston, Metzger, Pugel, Rouse. Nay-none.



JOE PUGEL, Board Chair



CAROLYN FARLOW, Board Secretary



AFFIDAVIT OF PUBLICATION

State of Iowa

County of Polk, ss.:

The undersigned, being first duly sworn on oath, states that The Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of

THE DES MOINES REGISTER

newspaper of general circulation printed and published in the City of Des Moines, Polk County, Iowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made part of this affidavit, was printed and published in The Des Moines Register on the following dates:

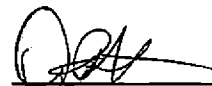
Ad No.	Start Date:	Run Dates:	Cost:
0000085502	09/25/14	09/25/14	\$53.10

Copy of Advertisement
Exhibit "A"

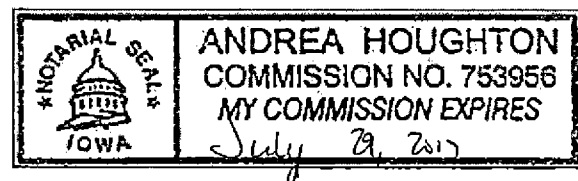

VP/Register Weekly Newspapers

Subscribed and sworn to before me by said affiant this

26th day of September, 2014



Notary Public in and for Polk County, Iowa



**NOTICE OF INTENTION TO
ISSUE
NEW JOBS TRAINING
CERTIFICATES
(AG LEADER TECHNOLOGY,
INC. PROJECT #3)
OF DES MOINES AREA
COMMUNITY COLLEGE**

Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$440,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Ag Leader Technology, Inc. Project #3) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at Ag Leader Technology, Inc. in Ames, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code.

By Order of the Board of
Directors
Secretary of the Board of
Directors

AGENDA ITEM

Human Resources Report

BACKGROUND

I. New Employee

Replacement Position

1. Hadley, John

Instructor, Surgical Technology
Urban Campus
9 Month Position
Annual Salary: \$58,858
Effective: August 18, 2014
Continuing Contract

2. Ball, Tina

Instructor, Dental Assisting
Ankeny Campus
Temporary One Semester
Annual Salary: \$58,858
Effective: August 18, 2014
Continuing Contract

II. Reinstatements

1. Coursen, Nancy A.

Instructor, Correctional Educational Program
Ankeny Campus, Program Development
To reinstate Specially Funded Continuing Contract with Faculty
Effective: July 1, 2014

2. Miller, Douglas

Instructor, Correctional Education Program
Ankeny Campus, Program Development
To reinstate Specially Funded Continuing Contract with Faculty
Effective: July 1, 2014

3. Moon, Collin J.

Instructor, Correctional Education Program
Ankeny Campus, Program Development
To reinstate Specially Funded Continuing Contract with Faculty
Effective: July 1, 2014

RECOMMENDATION

It is moved that the Board accepts the President's recommendation as to the above personnel actions.

Addendum

Human Resources Report

BACKGROUND

I. New Employee

Replacement Position

1. Hackfort, Laura

Instructor, Health Occupations/CNA

Perry VanKirk Career Academy

9 Month Position

Annual Salary: \$54,967

Effective: September 2, 2014

Continuing Contract

2. Frederickson, Jessica

Instructor, Correctional Education Program at ICIW

Southridge

12 Month Position

Annual Salary: \$52,578

Effective: September 8, 2014

Continuing Contract

RECOMMENDATION

It is moved that the Board accepts the President's recommendation as to the above personnel actions.

Report: FWRR040
Date: 08/21/2014
Time: 11:57 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2014 to 20-AUG-2014

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Best Buy Government and E	576572	\$15,493.92	\$5,593.32	6323	Comm Found of Greate	Minor Equipment
			\$9,900.60	6323	Equipment Replacemen	Minor Equipment
CDW Government Inc	576578	\$4,936.47	\$236.77	6322	Equip Replacement In	Materials & Supplies
			\$130.13	6322	Jasper County Career	Materials & Supplies
			\$1,880.00	6323	Equip Replacement In	Minor Equipment
			\$1,997.92	6323	Equipment Replacemen	Minor Equipment
			\$81.10	6322	Jasper County Career	Materials & Supplies
			\$610.55	6322	Equip Replacement In	Materials & Supplies
Creative Solutions Group	576584	\$4,200.00	\$1,400.00	6269	Continuing Ed, Trade	Other Company Servic
			\$1,400.00	6269	Continuing Ed, Trade	Other Company Servic
			\$1,400.00	6269	Continuing Ed, Trade	Other Company Servic
Dallas County Hospital	576586	\$8,217.00	\$8,217.00	6269	Perry Operations	Other Company Servic
Gay, Kelly K.	576598	\$5,540.00	\$2,890.00	6019	Continuing Ed, Trade	Prof Svcs-Individual
			\$2,650.00	6019	Continuing Ed, Trade	Prof Svcs-Individual
Hewlett Packard	576602	\$3,039.40	\$1,143.20	6323	Equip Replacement In	Minor Equipment
			\$753.00	6323	Equip Replacement In	Minor Equipment
			\$1,143.20	6323	Program Development	Minor Equipment
Higher One	576603	\$49,218.75	\$49,218.75	6269	Student ID Card Offi	Other Company Servic
Martin Brothers Distribut	576611	\$3,368.78	\$1,040.01	6511	Cafeteria	Purchases for Resale
			\$972.19	6511	Cafeteria	Purchases for Resale
			\$426.62	6511	Cafeteria	Purchases for Resale
			-\$16.00	6511	Cafeteria	Purchases for Resale
			\$945.96	6511	Cafeteria	Purchases for Resale
Merle Hay Mall	576614	\$3,000.00	\$3,000.00	6210	Office of Dir, Marke	Rental of Buildings

#2

Report: FWRR040
 Date: 08/21/2014
 Time: 11:57 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 01-JUL-2014 to 20-AUG-2014

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
MidAmerican Energy Co	576615	\$4,241.56	\$3,773.28	6190	Plant Operations - S	Utilities
			\$468.28	6190	Plant Operations - S	Utilities
National Curriculum & Tra	576620	\$18,699.23	\$18,699.23	6520	Driver Improvement B	Purchases for Resale
Power Protection Products	576625	\$17,710.00	\$7,771.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$9,939.00	6060	Non Tort Equip Maint	Maintenance/Repair o
Securitas Security Servic	576636	\$38,307.65	\$23,068.71	6261	Non Tort Security In	Contracted Security
			\$15,238.94	6261	Non Tort Security In	Contracted Security
Shive Hattery Inc	576637	\$22,800.00	\$22,800.00	6012	Buildings Equipment	Architect's Fees
TechSmith Corporation	576642	\$6,713.00	\$6,713.00	6324	Web Based Instructio	Computer Software
Event Decorators of Iowa	576652	\$4,605.00	\$4,605.00	2019	Job Fair - WP	Accounts Payable Acc
ABC Virtual Communication	576769	\$10,000.00	\$10,000.00	6269	Equip Replacement Co	Other Company Servic
Accurate Die Design Inc	576770	\$5,500.00	\$5,500.00	6324	Equip Replacement In	Computer Software
Airgas North Central	576773	\$8,434.62	\$2,197.14	6322	Continuing Ed, Trade	Materials & Supplies
			\$660.60	6322	Continuing Ed, Trade	Materials & Supplies
			\$1,247.77	6322	Equipment Replacemen	Materials & Supplies
			\$4,329.11	6323	Equip Replacement In	Minor Equipment
American Heritage Life In	576775	\$3,640.42	\$1,276.44	2286	Payroll Office	Accident Insurance P
			\$1,645.48	2287	Payroll Office	Cancer Insurance Pay
			\$300.80	2289	Payroll Office	Hospitalization Insu
			\$417.70	2288	Payroll Office	Critical Illness Ins
Ames Municipal Utilities	576779	\$4,022.70	\$4,022.70	6190	Utilities	Utilities

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Date: 08/21/2014
Time: 11:57 AM

Des Moines Area Comm College
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VENDOR NAME	CHECK	CHECK AMOUNT	TRANSACTION ACCOUNT		INDEX TITLE	ACCOUNT TITLE
	NUMBER		AMOUNT	NUMBER		
Association of Business a	576784	\$10,000.00	\$10,000.00	6269	Office of the Presid	Other Company Servic
Avalanche Composites	576786	\$17,066.00	\$17,066.00	6269	Avalanche Compos Inc	Other Company Servic
Avangate B V	576787	\$5,394.60	\$5,394.60	6265	Non Tort Equip Maint	Software Service Agr
Best Buy Government and E	576797	\$2,783.70	\$2,783.70	6323	Equipment Replacemen	Minor Equipment
CCS Presentation Systems	576808	\$20,020.26	\$20,020.26	6323	Equipment Replacemen	Minor Equipment
CDW Government Inc	576809	\$7,644.57	\$1,015.44	6323	Equip Replacement In	Minor Equipment
			\$68.00	6265	Office of Dean, Scie	Software Service Agr
			\$263.65	6323	Technical Update Equ	Minor Equipment
			\$1,230.50	6323	Technical Update Equ	Minor Equipment
			\$1,516.56	6323	Office of VP, Info S	Minor Equipment
			\$2,917.47	6323	Admission Processing	Minor Equipment
			\$290.95	6322	Network Administrato	Materials & Supplies
			\$342.00	6322	Computer Aided Desig	Materials & Supplies
Clear Channel Outdoor Inc	576811	\$8,900.00	\$8,900.00	6110	Office of Dir, Marke	Information Services
Constellation NewEnergy G	576813	\$11,892.20	\$11,892.20	6190	Utilities	Utilities
Davis Brown Koehn Shors a	576818	\$19,070.95	\$4,227.00	6013	Office of Sr VP, Bus	Legal Fees
			\$7,709.95	6013	Economic Development	Legal Fees
			\$507.00	6013	Office of Sr VP, Bus	Legal Fees
			\$3,789.00	6013	Office of Sr VP, Bus	Legal Fees
			\$2,244.00	6013	Economic Development	Legal Fees
			\$594.00	6013	Other Projects	Legal Fees
Denman and Co LLP	576821	\$10,000.00	\$10,000.00	6011	Office of Sr VP, Bus	Auditor's Fees

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Ebsco Subscription Servic	576828	\$10,112.00	\$10,112.00	6269	Equipment Replacemen	Other Company Servic
Entz, Mary J.	576829	\$2,853.63	\$345.80	6321	Outreach Maintenance	Food
			\$2,407.83	6480	Outreach Maintenance	Travel-In State
			\$100.00	6930	Outreach Maintenance	Other Current Expens
FBG Service Corporation	576830	\$41,634.00	\$8,077.00	6030	Plant Operations - S	Custodial Services
			\$4,513.00	6030	Physical Plant Opera	Custodial Services
			\$2,174.00	6030	Plant Operations, St	Custodial Services
			\$20,480.00	6030	Custodial	Custodial Services
			\$2,250.00	6030	Plant Operations, Pe	Custodial Services
			\$4,140.00	6030	Physical Plant Opera	Custodial Services
Fluke Electronics Corp	576833	\$3,759.04	\$3,759.04	6323	Equip Replacement In	Minor Equipment
GI Global IT Solutions Pv	576836	\$15,750.00	\$15,750.00	6269	Information Systems	Other Company Servic
Higher Learning Commissio	576841	\$13,039.50	\$13,039.50	6269	Office of Sr VP, Aca	Other Company Servic
Iowa Athletic Field Const	576842	\$80,363.35	\$80,363.35	7800	Boone Softball Field	Other Structures and
Iowa Independent Auto Dea	576846	\$3,240.00	\$720.00	6322	Workforce Developmen	Materials & Supplies
			\$2,520.00	6322	Workforce Developmen	Materials & Supplies
Iowa State Fair	576848	\$6,300.00	\$6,300.00	6269	Office of Dir, Marke	Other Company Servic
Karl Chevrolet	576850	\$5,721.12	\$5,721.12	6377	Transportation Insti	Materials/Supplies f
Laser Resources	576856	\$8,995.00	\$8,995.00	6265	Technical Update Equ	Software Service Agr
Lincoln National Life Ins	576857	\$56,244.92	\$17,186.30	2253	Payroll Office	Basic Life Insurance

Report: FWRR040
Date: 08/21/2014
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Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2014 to 20-AUG-2014

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Lincoln National Life Ins	576857	\$56,244.92	\$4,302.86	2256	Payroll Office	ST Disability - B In
			\$8,310.28	2257	Payroll Office	Emp Opt Life Ins Pay
			\$2,796.60	2258	Payroll Office	Spouse Opt Life Ins
			\$15,273.22	2254	Payroll Office	Long Term Disability
			\$6,772.66	2255	Payroll Office	ST Disability - A In
			\$1,603.00	2259	Payroll Office	Dep Supp Life Ins Pa
Midland National Life Ins	576865	\$9,135.00	\$9,135.00	6269	Midland Natl Life #6	Other Company Servic
Nelnet Business Solutions	576869	\$3,065.01	\$3,065.01	6269	Office of Controller	Other Company Servic
PMI CIC	576877	\$9,883.00	\$9,883.00	6269	Continuing Ed, Trade	Other Company Servic
Pocket Nurse	576878	\$9,655.95	\$95.95	6322	Jasper County Career	Materials & Supplies
			\$9,560.00	6323	Iowa Methodist ACE P	Minor Equipment
Remel Inc	576886	\$2,930.95	\$2,930.95	6322	Equip Replacement Sc	Materials & Supplies
Storey Kenworthy	576893	\$13,793.54	\$1,468.20	6378	Equipment Replacemen	Materials/Supplies f
			\$186.08	6322	Office of Dir, Stude	Materials & Supplies
			\$12.13	6322	Library	Materials & Supplies
			\$582.78	6322	Office of Dean, Scie	Materials & Supplies
			\$884.07	6322	Iowa Methodist ACE P	Materials & Supplies
			\$50.86	6322	Arts and Sciences	Materials & Supplies
			\$497.83	6322	Admissions/Registrat	Materials & Supplies
			\$419.81	6322	Perry Operations	Materials & Supplies
			\$1,904.90	6322	Program Development	Materials & Supplies
			\$40.34	6322	Office of the Dir, P	Materials & Supplies
			\$302.44	6322	On-site Wastewater T	Materials & Supplies
			\$44.03	6322	Other General Instit	Materials & Supplies
			\$248.01	6322	Organization & Opera	Materials & Supplies

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Date: 08/21/2014
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Des Moines Area Comm College
List of checks over \$2,500.00 from 01-JUL-2014 to 20-AUG-2014

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Storey Kenworthy	576893	\$13,793.54	\$106.53	6322	Optometric/Ophthalmi	Materials & Supplies
			\$35.34	6322	Practical Nursing	Materials & Supplies
			\$43.68	6322	Mathematics & Scienc	Materials & Supplies
			\$420.62	6322	Jasper County Career	Materials & Supplies
			\$490.72	6322	Information Systems	Materials & Supplies
			\$200.31	6322	IES-Des Moines	Materials & Supplies
			\$524.55	6322	Office of Exec Dir,	Materials & Supplies
			\$23.64	6322	Graphic Design	Materials & Supplies
			\$45.82	6322	Office of Exec Dir,	Materials & Supplies
			\$251.52	6322	Equipment Replacemen	Materials & Supplies
			\$11.19	6322	Equipment Replacemen	Materials & Supplies
			\$97.50	6322	Economic Development	Materials & Supplies
			\$92.26	6322	Office of Exec Dean,	Materials & Supplies
			\$1,191.85	6322	Office of Exec Dean,	Materials & Supplies
			\$35.19	6322	Office of Dean, Indu	Materials & Supplies
			\$115.80	6322	Office of Exec Dean,	Materials & Supplies
			\$460.03	6322	Dean, Business & Inf	Materials & Supplies
			\$71.78	6322	Data Processing	Materials & Supplies
			\$17.29	6322	Curriculum & Schedul	Materials & Supplies
			\$220.68	6322	Credentials	Materials & Supplies
			\$76.03	6322	Office of Controller	Materials & Supplies
			\$77.80	6322	Office of Exec Dir,	Materials & Supplies
			\$51.02	6322	Auto Service	Materials & Supplies
			\$85.98	6322	Associates Degree Nu	Materials & Supplies
			\$35.16	6322	Ames High School	Materials & Supplies
			\$16.88	6322	Admission Processing	Materials & Supplies
			\$55.00	6322	Carpentry/Paint/Lock	Materials & Supplies
			\$1,128.09	6322	Adult Literacy-South	Materials & Supplies
			\$57.76	6322	Youth at Risk - Anke	Materials & Supplies
			\$546.55	6322	Workforce Training C	Materials & Supplies
			\$48.99	6322	Office of Sr VP, Aca	Materials & Supplies

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Storey Kenworthy	576893	\$13,793.54	\$57.03	6322	Veterinary Technician	Materials & Supplies
			\$70.36	6322	Office of Dir, Finan	Materials & Supplies
			\$3.57	6322	Student Services	Materials & Supplies
			\$392.68	6322	Student Services	Materials & Supplies
Technology Association of	576896	\$2,500.00	\$2,500.00	6040	Other General Instit	Memberships
Uversity	576901	\$9,980.00	\$9,980.00	6269	Office of Dir, Marke	Other Company Servic
Waste Mgmt of Iowa Corp.	576906	\$4,545.70	\$313.13	6030	Plant Operations - S	Custodial Services
			\$192.79	6030	Cap Med Bldg-Common	Custodial Services
			\$83.28	6030	Plant Operations - E	Custodial Services
			\$141.96	6030	Physical Plant Opera	Custodial Services
			\$92.12	6030	Physical Plant Opera	Custodial Services
			\$3,722.42	6030	Custodial	Custodial Services
Kaplan University	576970	\$3,014.00	\$3,014.00	2019	WIA-Dislocated Worke	Accounts Payable Acc
ABC Virtual Communication	577007	\$72,190.00	\$10,000.00	6269	Equip Replacement Co	Other Company Servic
			\$1,500.00	6324	Economic Development	Computer Software
			\$34,255.00	6324	Economic Development	Computer Software
			\$21,165.00	6324	Economic Development	Computer Software
			\$5,270.00	6324	Economic Development	Computer Software
ACT	577011	\$3,078.00	\$3,078.00	6269	Economic Development	Other Company Servic
Ahlers and Cooney PC	577015	\$5,323.00	\$4,837.00	6013	Office of Sr VP, Bus	Legal Fees
			\$486.00	6013	Office of Sr VP, Bus	Legal Fees
Airgas North Central	577018	\$3,688.09	\$122.84	6322	Southridge Equipment	Materials & Supplies
			\$25.98	6322	Southridge Equipment	Materials & Supplies

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Airgas North Central	577018	\$3,688.09	\$12.99	6322	Southridge Equipment	Materials & Supplies
			\$42.57	6322	Welding	Materials & Supplies
			\$97.17	6322	Welding	Materials & Supplies
			\$46.00	6322	Welding	Materials & Supplies
			\$845.74	6322	Welding	Materials & Supplies
			\$358.50	6322	Welding	Materials & Supplies
			\$71.70	6322	Welding	Materials & Supplies
			\$177.43	6322	Jasper County Career	Materials & Supplies
			\$508.47	6322	Jasper County Career	Materials & Supplies
			\$18.90	6322	Southridge Equipment	Materials & Supplies
			\$20.43	6322	Southridge Equipment	Materials & Supplies
			\$50.48	6322	Southridge Equipment	Materials & Supplies
			\$1,288.89	6322	Southridge Equipment	Materials & Supplies
Aramark Higher Education	577021	\$5,585.48	\$5,585.48	6210	Upward Bound Year 22	Rental of Buildings
B & H Photography	577029	\$4,408.79	\$1,721.91	6323	Technical Update Equ	Minor Equipment
			\$817.00	6322	Equipment Replacemen	Materials & Supplies
			\$1,869.88	6323	Technical Update Equ	Minor Equipment
Blackboard Inc	577035	\$290,231.03	\$290,231.03	6265	Non Tort Equip Maint	Software Service Agr
Cenergistic Inc	577042	\$30,709.50	\$30,709.50	6019	Utilities	Prof Svcs-Individual
Central City Community De	577043	\$43,800.00	\$28,500.00	6269	Project IOWA Inc - F	Other Company Servic
			\$15,300.00	6269	Project IOWA Inc - F	Other Company Servic
CenturyLink	577044	\$6,637.84	\$147.67	6150	Campus Communication	Communications
			\$775.00	6150	Campus Communication	Communications
			\$585.00	6150	Campus Communication	Communications
			\$600.00	6150	Campus Communication	Communications

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CenturyLink	577044	\$6,637.84	\$775.00	6150	Campus Communication	Communications
			\$775.00	6150	Campus Communication	Communications
			\$555.00	6150	Campus Communication	Communications
			\$104.09	6150	Campus Communication	Communications
			\$44.18	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications
			\$575.00	6150	Campus Communication	Communications
			\$610.00	6150	Communications	Communications
			\$600.00	6150	Campus Communication	Communications
			\$198.32	6150	Project IOWA Inc - F	Communications
			\$199.46	6150	Campus Communication	Communications
Community Foundation of G	577048	\$7,459.00	\$7,459.00	6269	Office of the Presid	Other Company Servic
Continuum Security Soluti	577050	\$38,250.00	\$38,250.00	6269	Non Tort Security In	Other Company Servic
Days Inn	577057	\$3,931.20	\$2,699.20	6269	Continuing Ed, 2 Day	Other Company Servic
			\$1,232.00	6269	Continuing Ed, 2 Day	Other Company Servic
Education to Go	577069	\$5,947.50	\$5,754.00	6269	Continuing Ed, On Li	Other Company Servic
			\$193.50	6269	Continuing Ed, On Li	Other Company Servic
Environmental Design Grou	577071	\$2,897.50	\$2,897.50	6012	Capitol Building Ren	Architect's Fees
Express Logistics	577073	\$27,207.66	\$19,315.75	6269	Express Logistics #2	Other Company Servic
			\$7,891.91	6269	Express Logistics #2	Other Company Servic
FBG Service Corporation	577075	\$10,200.51	\$246.66	6030	FFA Enrichment Cente	Custodial Services
			\$322.54	6030	FFA Enrichment Cente	Custodial Services
			\$1,638.00	6030	Plant Operations - E	Custodial Services

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FBG Service Corporation	577075	\$10,200.51	\$7,350.00	6030	Physical Plant Opera	Custodial Services
			\$156.97	6030	FFA Enrichment Cente	Custodial Services
			\$186.04	6030	FFA Enrichment Cente	Custodial Services
			\$133.47	6030	FFA Enrichment Cente	Custodial Services
			\$166.83	6030	FFA Enrichment Cente	Custodial Services
Getinge USA	577081	\$2,742.50	\$2,742.50	6060	Equip Replacement Sc	Maintenance/Repair o
Global Vet Link LLC	577082	\$44,931.15	\$4,881.15	6269	GlobalVetLink-Job Sp	Other Company Servic
			\$40,050.00	6269	GlobalVetLink-Mgt/Su	Other Company Servic
Grandview University	577086	\$10,392.00	\$10,392.00	6210	Upward Bound Year 22	Rental of Buildings
Hewlett Packard	577094	\$22,344.00	\$1,064.00	6323	Iowa Methodist ACE P	Minor Equipment
			\$21,280.00	6323	Equipment Replacemen	Minor Equipment
Holiday Inn Downtown	577096	\$3,717.00	\$1,115.10	6321	Continuing Ed, 2 Day	Food
			\$2,601.90	6321	Continuing Ed, 2 Day	Food
Holmes Murphy & Associat	577097	\$1,140,731.23	\$79,809.00	6180	Tort Insurance	Insurance
			\$48,262.85	6180	Tort Insurance	Insurance
			\$13,875.38	6180	Non Tort Insurance	Insurance
			\$1,125.00	6180	Non Tort Insurance	Insurance
			\$2,500.00	6180	Tort Insurance	Insurance
			\$18,417.00	6180	Tort Insurance	Insurance
			\$77,334.00	6180	Tort Insurance	Insurance
			\$10,656.00	6180	Non Tort Insurance	Insurance
			\$7,594.00	6180	Non Tort Insurance	Insurance
			\$1,500.00	6180	Non Tort Insurance	Insurance
			\$238,961.00	6180	Non Tort Insurance	Insurance
			\$73,061.00	6180	Tort Insurance	Insurance

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Holmes Murphy & Associat	577097	\$1,140,731.23	\$2,667.00	5910	Workers Compensation	Workmen's Comp Insur
			\$421.00	5910	Workers Compensation	Workmen's Comp Insur
			\$429,261.00	5910	Workers Compensation	Workmen's Comp Insur
			\$129.00	6180	Non Tort Insurance	Insurance
			\$34,860.00	6180	Tort Insurance	Insurance
			\$35,000.00	6180	Non Tort Insurance	Insurance
			\$65,298.00	6180	Non Tort Insurance	Insurance
Interstate Power Systems	577101	\$4,538.47	\$4,538.47	6377	Equipment Replacemen	Materials/Supplies f
Iowa Central Community Co	577103	\$19,166.87	\$19,166.87	2019	Iowa Adv Manufacturi	Accounts Payable Acc
Iowa Communications Netwo	577104	\$22,061.14	\$2.19	6150	Campus Communication	Communications
			\$9.82	6150	Campus Communication	Communications
			\$24.80	6150	Campus Communication	Communications
			\$108.84	6150	Campus Communication	Communications
			\$2,830.91	6269	Distance Learning	Other Company Servic
			\$13.46	6150	Campus Communication	Communications
			\$1.07	6150	Campus Communication	Communications
			\$7,290.17	6150	Campus Communication	Communications
			\$1,085.34	6150	Campus Communication	Communications
			\$10,694.54	6150	Campus Communication	Communications
Iowa Economic Development	577105	\$91,250.00	\$91,250.00	2010	Multiple Projects 44	Trade Accounts Payab
Janco Industries	577110	\$16,807.00	\$16,807.00	6269	Janco Industries Mgt	Other Company Servic
Karl Chevrolet	577114	\$25,616.76	\$25,577.50	7400	Equip Replacement Ph	Vehicles
			\$10.73	6511	Auto Mechanics	Purchases for Resale
			\$28.53	6511	Auto Mechanics	Purchases for Resale
Kemin Industries	577117	\$183,709.54	\$183,709.54	6269	Kemin Industries #6-	Other Company Servic

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Kirkwood Community Colleg	577122	\$34,270.79	\$28,170.96	5300	IA Comm College Athl	Regular Prof Support
			\$6,099.83	5900	IA Comm College Athl	DMACC Paid Insurance
Measured Intentions	577133	\$5,977.00	\$5,977.00	6015	Quality Assurance Tr	Consultant's Fees
Midland National Life Ins	577143	\$19,417.50	\$19,417.50	6269	Midland Natl Life #6	Other Company Servic
Midwest Office Technology	577144	\$8,652.69	\$121.58	6322	Office of Exec Dean,	Materials & Supplies
			\$2,630.02	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$5,901.09	6322	WLAN Support	Materials & Supplies
NetSupport Incorporated	577152	\$2,591.11	\$2,591.11	6265	Non Tort Equip Maint	Software Service Agr
Nikkel and Associates Inc	577155	\$8,761.00	\$5,494.00	6060	Mechanical Mainten	Maintenance/Repair o
			\$3,267.00	6060	Mechanical Mainten	Maintenance/Repair o
NJCAA	577156	\$2,665.00	\$40.00	6040	Women's Basketball	Memberships
			\$2,000.00	6040	Boone Athletic Depar	Memberships
			\$120.00	6040	Baseball	Memberships
			\$65.00	6040	Men's Basketball	Memberships
			\$75.00	6040	Softball	Memberships
			\$65.00	6040	Men's Golf	Memberships
			\$180.00	6040	Boone Athletic Depar	Memberships
			\$40.00	6040	Volleyball	Memberships
			\$20.00	6040	Women's Cross Countr	Memberships
Northwest Iowa Community	577157	\$5,958.82	\$5,958.82	2019	Iowa Adv Manufacturi	Accounts Payable Acc
Oracle Corporation	577163	\$10,357.85	\$10,357.85	6265	Non Tort Equip Maint	Software Service Agr
Quick Fuel	577176	\$3,937.91	\$3,937.91	6420	Transportation Insti	Vehicle Materials an

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Reserve Account	577181	\$60,000.00	\$60,000.00	6230	Mail Service	Postage and Expediti
Securitas Security Servic	577188	\$38,233.27	\$23,371.56	6261	Non Tort Security In	Contracted Security
			\$14,861.71	6261	Non Tort Security In	Contracted Security
Siemens Industry Inc	577189	\$12,283.00	\$12,283.00	6060	Mechanical Maintenanc	Maintenance/Repair o
SlashWeb Studios	577191	\$4,132.60	\$4,132.60	6269	Slash Web Studios Jo	Other Company Servic
State of Iowa Department	577192	\$5,170.00	\$5,170.00	6269	Continuing Ed, 2 Day	Other Company Servic
Xerox Corp	577209	\$2,680.97	\$490.87	7620	Duplicating Services	Lease/Purchase Bldg
			\$599.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$491.49	6322	Duplicating Services	Materials & Supplies
			\$500.61	7620	Duplicating Services	Lease/Purchase Bldg
			\$599.00	6060	Non Tort Equip Maint	Maintenance/Repair o
XPEDX LLC	577210	\$3,573.85	\$3,573.85	6322	Duplicating Services	Materials & Supplies
Holmes Murphy & Associat	577215	\$2,794.67	\$2,794.67	6180	Central IA Wrkfrce I	Insurance
ABC Virtual Communication	577278	\$29,890.00	\$8,075.00	6324	Economic Development	Computer Software
			\$11,815.00	6324	Economic Development	Computer Software
			\$10,000.00	6269	Equip Replacement Co	Other Company Servic
Apple Computer Inc	577288	\$60,890.00	\$3,570.00	6323	Technical Update Equ	Minor Equipment
			\$37,470.00	6323	Technical Update Equ	Minor Equipment
			\$14,376.00	6323	Technical Update Equ	Minor Equipment
			\$5,474.00	6323	Technical Update Equ	Minor Equipment
Badding Winker Partnershi	577292	\$3,000.00	\$3,000.00	6210	Building Rental for	Rental of Buildings

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Blackbaud	577301	\$5,898.58	\$5,898.58	6324	Non Tort Equip Maint	Computer Software
Campbell Oil	577311	\$11,206.58	\$4,262.45	6377	Physical Plant Opera	Materials/Supplies f
			\$6,944.13	6377	Physical Plant Opera	Materials/Supplies f
CampusEAI	577312	\$10,000.00	\$10,000.00	6265	Technical Update Equ	Software Service Agr
Central Iowa Sheet Metal	577318	\$36,810.00	\$36,810.00	6269	Apprenticeships 260F	Other Company Servic
Clear Channel Outdoor Inc	577326	\$3,500.00	\$3,500.00	6120	Office of Dir, Marke	Printing/Reproductio
Compressor Controls	577329	\$4,392.69	\$4,392.69	6269	Compressor Controls-	Other Company Servic
Consulting and Marketing	577331	\$5,500.00	\$5,500.00	6269	Other General Instit	Other Company Servic
Crowne Plaza	577334	\$47,600.71	\$42,966.41	6470	Skills USA	Travel-Out of State
			\$4,634.30	6321	Skills USA	Food
Ebsco Subscription Servic	577346	\$7,684.43	\$7,684.43	6340	Library	Periodicals
Education to Go	577347	\$3,696.00	\$126.00	6269	Continuing Ed, On Li	Other Company Servic
			-\$65.00	6269	Continuing Ed, On Li	Other Company Servic
			\$3,695.00	6269	Continuing Ed, On Li	Other Company Servic
			-\$60.00	6269	Continuing Ed, On Li	Other Company Servic
EMBRAC	577349	\$2,525.00	\$2,525.00	6269	United Way-Summer Yo	Other Company Servic
Environmental Design Grou	577351	\$3,651.50	\$3,651.50	6012	Capitol Building Ren	Architect's Fees
FHEG Ankeny Bookstore #10	577357	\$37,322.02	\$490.50	2019	Follett Bookstore	Accounts Payable Acc
			\$147.58	2019	Follett Bookstore	Accounts Payable Acc

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FHEG Ankeny Bookstore #10	577357	\$37,322.02	\$516.80	2019	Follett Bookstore	Accounts Payable Acc
			-\$20.95	2019	Follett Bookstore	Accounts Payable Acc
			\$125.44	2019	Follett Bookstore	Accounts Payable Acc
			\$259.60	2019	Follett Bookstore	Accounts Payable Acc
			\$20,043.58	2019	Follett Bookstore	Accounts Payable Acc
			\$281.02	2019	Follett Bookstore	Accounts Payable Acc
			\$183.25	6322	Telecommunications	Materials & Supplies
			\$4.76	6322	Office of Exec Dean,	Materials & Supplies
			\$125.25	6322	Youth at Risk - Anke	Materials & Supplies
			\$1,542.75	6322	Workforce Developmen	Materials & Supplies
			\$9.98	6322	Wellness	Materials & Supplies
			\$135.75	6322	Web Based Instructio	Materials & Supplies
			\$1,067.25	6322	Continuing Ed, Trade	Materials & Supplies
			\$35.51	6322	Respiratory Therapy	Materials & Supplies
			\$96.58	6322	Admissions/Registrat	Materials & Supplies
			\$22.64	6322	Physical Education	Materials & Supplies
			\$35.96	6322	Office of the Dir, P	Materials & Supplies
			\$1.99	6322	Office Occupations	Materials & Supplies
			\$73.34	6322	Office of Dir, Marke	Materials & Supplies
			\$1.11	6322	Learning Center Book	Materials & Supplies
			\$9,754.99	6322	Jasper County Career	Materials & Supplies
			\$1,038.00	6322	Continuing Ed, Healt	Materials & Supplies
			\$79.50	6322	Faculty Development	Materials & Supplies
			\$60.00	6322	Developmental Educat	Materials & Supplies
			\$181.75	6322	Office of Exec Dean,	Materials & Supplies
			\$0.99	6322	Office of Exec Dean,	Materials & Supplies
			\$83.64	6322	Office of Dean, Scie	Materials & Supplies
			\$20.97	6322	Office of Exec Dean,	Materials & Supplies
			\$364.85	6322	Dean, Business & Inf	Materials & Supplies
			\$93.33	6322	Office of Exec Dean,	Materials & Supplies
			\$17.44	6322	Credentials	Materials & Supplies

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FHEG Ankeny Bookstore #10	577357	\$37,322.02	\$1.79 \$117.19 \$154.75 \$536.64	6322 6322 6322 2019	Horticulture Architectural Drafti PACE Program 260H Follett Bookstore	Materials & Supplies Materials & Supplies Materials & Supplies Accounts Payable Acc
Foster, Robert M.	577360	\$2,500.00	\$2,500.00	6019	Wine Competitions	Prof Svcs-Individual
Frost, Douglas	577363	\$4,763.20	\$263.20 \$4,500.00	6930 6019	Wine Competitions Wine Competitions	Other Current Expens Prof Svcs-Individual
Gov Connection Inc	577368	\$5,171.04	\$5,171.04	6322	Technical Update Equ	Materials & Supplies
Graphic Edge	577370	\$3,539.92	\$220.87 \$136.24 \$940.86 \$791.82 \$199.75 \$342.00 \$840.00 \$68.38	6322 6322 6322 6322 6322 6322 6322 6322	Volleyball Booster C Volleyball Volleyball Booster C Volleyball Booster C Volleyball Volleyball Booster C Volleyball Booster C Volleyball	Materials & Supplies Materials & Supplies Materials & Supplies Materials & Supplies Materials & Supplies Materials & Supplies Materials & Supplies Materials & Supplies
Heartland Area Education	577372	\$3,333.34	\$3,333.34	6269	Mail Service	Other Company Servic
Hewlett Packard	577373	\$149,888.97	\$3,306.00 \$158.40 \$139,322.40 \$1,585.37 \$3,029.08 \$2,487.72	6323 6323 6323 6323 6060 6060	Technical Update Equ Equipment Replacemen Technical Update Equ Equip Replacement St Non Tort Equip Maint Non Tort Equip Maint	Minor Equipment Minor Equipment Minor Equipment Minor Equipment Maintenance/Repair o Maintenance/Repair o
INS Connect	577380	\$5,850.00	\$5,850.00	6150	Campus Communication	Communications

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Iowa Workforce Developmen	577385	\$39,222.37	\$39,222.37	5970	Unemployment	Unemployment Comp
James Mardock	577387	\$3,820.52	\$3,820.52	6015	Buildings Equipment	Consultant's Fees
MidAmerican Energy Co	577412	\$8,697.54	\$269.08	6190	Building Rental for	Utilities
			\$10.75	6190	Plant Operations - E	Utilities
			\$8,417.71	6190	Plant Operations - E	Utilities
Midwest Office Technology	577414	\$12,913.40	\$105.32	6322	Urban Copy Usage	Materials & Supplies
			\$0.24	6322	Certified Nursing As	Materials & Supplies
			\$156.20	6322	Office of Dean, Scie	Materials & Supplies
			\$1.06	6322	Associates Degree Nu	Materials & Supplies
			\$30.29	6322	Graphic Design	Materials & Supplies
			\$27.40	6322	Heavy Diesel Equipme	Materials & Supplies
			\$11.74	6322	ASSET Auto/Ford	Materials & Supplies
			\$61.64	6322	Auto Service	Materials & Supplies
			\$28.21	6322	Urban Copy Usage	Materials & Supplies
			\$264.27	6322	Office of Dir, Marke	Materials & Supplies
			\$528.97	6322	Other General Instit	Materials & Supplies
			\$4.88	6322	Special Needs	Materials & Supplies
			\$11.47	6322	Office of Dean, Scie	Materials & Supplies
			\$66.17	6322	GED Testing	Materials & Supplies
			\$20.69	6322	GED Testing	Materials & Supplies
			\$2.13	6322	Office of Dean, Heal	Materials & Supplies
			\$2.60	6322	Office of Dean, Heal	Materials & Supplies
			\$1.58	6322	Auto Service	Materials & Supplies
			\$3.72	6322	Office of Exec Dean,	Materials & Supplies
			\$3.42	6322	Office of Exec Dean,	Materials & Supplies
			\$7.51	6322	Urban Copy Usage	Materials & Supplies
			\$0.36	6322	Practical Nursing	Materials & Supplies
			\$7.58	6322	Distance Learning	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Midwest Office Technology	577414	\$12,913.40	\$4.41	6322	Office of Dean, Indu	Materials & Supplies
			\$2.70	6322	Library	Materials & Supplies
			\$0.96	6322	Architectural Millwo	Materials & Supplies
			\$3.00	6322	WTED - Welding	Materials & Supplies
			\$0.78	6322	Enrollment Managemen	Materials & Supplies
			\$2.43	6322	Office of Dir, Finan	Materials & Supplies
			\$0.46	6322	Office of Exec Dean,	Materials & Supplies
			\$4.34	6322	Duplicating Services	Materials & Supplies
			\$0.52	6322	Mechanical Maintenanc	Materials & Supplies
			\$0.77	6322	GED Testing	Materials & Supplies
			\$122.19	6322	Office of Exec Dean,	Materials & Supplies
			\$3.26	6322	Office of Exec Dean,	Materials & Supplies
			\$448.11	6322	DOT Civil Engr Tech	Materials & Supplies
			\$706.51	6322	Office of Exec Dean,	Materials & Supplies
			\$122.69	6322	Office of Exec Dean,	Materials & Supplies
			\$170.58	6322	Office of Exec Dean,	Materials & Supplies
			\$2.22	6322	Library	Materials & Supplies
			\$3.85	6322	Story County Academy	Materials & Supplies
			\$174.99	6322	Office of Exec Dean,	Materials & Supplies
			\$0.03	6322	Practical Nursing	Materials & Supplies
			\$15.98	6322	Office of Exec Dean,	Materials & Supplies
			\$2.64	6322	Urban Copy Usage	Materials & Supplies
			\$102.76	6322	Dean, Business & Inf	Materials & Supplies
			\$154.21	6322	Dean, Business & Inf	Materials & Supplies
			\$36.32	6322	Economic Development	Materials & Supplies
			\$10.33	6322	Office of Exec Dir,	Materials & Supplies
			\$106.49	6322	Office of Dean, Scie	Materials & Supplies
			\$20.84	6322	Library	Materials & Supplies
			\$0.09	6322	Local 33 Pipe/Steamf	Materials & Supplies
			\$21.30	6322	Duplicating Services	Materials & Supplies
			\$43.11	6322	Transportation Insti	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Midwest Office Technology	577414	\$12,913.40	\$136.30	6322	Evelyn Davis Center	Materials & Supplies
			\$24.41	6322	Urban Copy Usage	Materials & Supplies
			\$50.43	6322	Dean, Business & Inf	Materials & Supplies
			\$54.27	6322	Urban Copy Usage	Materials & Supplies
			\$29.31	6322	Urban Copy Usage	Materials & Supplies
			\$18.55	6322	Other General Instit	Materials & Supplies
			\$8,963.81	6060	Non Tort Equip Maint	Maintenance/Repair o
Miller Construction	577416	\$51,842.50	\$8,800.00	6220	DMACC Road Project	Rental of Equipment
			\$12,415.00	6220	DMACC Road Project	Rental of Equipment
			\$7,200.00	6220	DMACC Road Project	Rental of Equipment
			\$1,800.00	6220	Transportation	Rental of Equipment
			\$14,282.50	6220	Transportation	Rental of Equipment
			\$7,200.00	6220	DMACC Road Project	Rental of Equipment
			\$145.00	6220	Grounds	Rental of Equipment
National Recoveries Inc	577422	\$2,536.49	\$5.00	6780	Office of Controller	Collection Agency Ex
			\$2,531.49	6780	Office of Controller	Collection Agency Ex
North Iowa Area Community	577424	\$69,830.19	\$69,736.59	2019	Iowa Adv Manufacturi	Accounts Payable Acc
			\$93.60	2019	Iowa Adv Manufacturi	Accounts Payable Acc
Northeast Iowa Community	577425	\$108,877.87	\$19,044.94	2019	Iowa Adv Manufacturi	Accounts Payable Acc
			\$55,944.93	2019	Iowa Adv Manufacturi	Accounts Payable Acc
			\$33,888.00	2019	Iowa Adv Manufacturi	Accounts Payable Acc
Oracle Corporation	577427	\$10,668.55	\$10,668.55	6265	Non Tort Equip Maint	Software Service Agr
Protex Central Inc	577435	\$6,906.00	\$5,176.00	6060	Mechanical Mainten	Maintenance/Repair o
			\$1,730.00	6060	Mechanical Mainten	Maintenance/Repair o
Purcell Printing and Grap	577437	\$7,828.38	\$574.52	6120	Office of Exec Dir,	Printing/Reproductio

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Purcell Printing and Grap	577437	\$7,828.38	\$1,645.11	6120	Office of Dir, Marke	Printing/Reproductio
			\$105.00	6120	Library	Printing/Reproductio
			\$343.44	6120	Office of Dir, Marke	Printing/Reproductio
			\$179.76	6120	Office of Dir, Marke	Printing/Reproductio
			\$84.80	6120	Office of Exec Dean,	Printing/Reproductio
			\$2,247.54	6322	Program Development	Materials & Supplies
			\$2,400.00	6322	Office of Dir, Marke	Materials & Supplies
			\$248.21	6322	Office of Dir, Marke	Materials & Supplies
Reynolds & Reynolds Inc	577442	\$5,000.00	\$5,000.00	2250	DMACC Self-funded In	Health Insurance Pay
SimplexGrinnell	577453	\$3,686.79	\$3,686.79	6090	Capitol Building Ren	Maintenance/Repair o
Weitz Company	577473	\$43,948.00	\$2,200.00	6090	Equip Replacement He	Maintenance/Repair o
			\$7,500.00	6090	Equip Replacement He	Maintenance/Repair o
			\$5,780.00	6090	Equip Replacement He	Maintenance/Repair o
			\$5,892.00	6090	Equip Replacement He	Maintenance/Repair o
			\$4,200.00	6090	Equip Replacement He	Maintenance/Repair o
			\$6,934.00	6090	Equip Replacement He	Maintenance/Repair o
			\$5,581.00	6090	Equip Replacement He	Maintenance/Repair o
			\$5,861.00	6090	Equip Replacement He	Maintenance/Repair o
Wex Bank	577474	\$14,151.10	\$596.59	6420	Physical Plant Opera	Vehicle Materials an
			\$2,123.93	6420	Grounds	Vehicle Materials an
			\$108.88	6420	Mail Service	Vehicle Materials an
			\$1,783.81	6420	Mechanical Mainten	Vehicle Materials an
			\$197.02	6420	Office of Dir, Marke	Vehicle Materials an
			\$146.24	6420	Mortuary Science Pro	Vehicle Materials an
			\$300.48	6420	Office of the Dir, P	Vehicle Materials an
			\$197.87	6420	Physical Plant Opera	Vehicle Materials an
			\$448.05	6420	Youth at Risk - Anke	Vehicle Materials an

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Wex Bank	577474	\$14,151.10	\$303.03	6420	Transportation Insti	Vehicle Materials an
			\$72.51	6420	Economic Development	Vehicle Materials an
			\$58.90	6420	Office of Exec Dean,	Vehicle Materials an
			\$1,383.36	6420	Office of Exec Dean,	Vehicle Materials an
			\$324.97	6420	Agri Business	Vehicle Materials an
			\$84.37	6420	Auto Service	Vehicle Materials an
			\$88.10	6420	Physical Plant Opera	Vehicle Materials an
			\$190.27	6420	Physical Plant Opera	Vehicle Materials an
			\$393.14	6420	Plant Operations - S	Vehicle Materials an
			\$270.10	6420	Physical Plant Opera	Vehicle Materials an
			\$117.27	6420	Program Development	Vehicle Materials an
			\$782.30	6420	Non Tort Security In	Vehicle Materials an
			\$76.50	6420	WLAN Support	Vehicle Materials an
			\$422.90	6420	Security Services Ur	Vehicle Materials an
			\$223.18	6420	Building Trades	Vehicle Materials an
			\$3,133.92	6420	Vehicle Pool	Vehicle Materials an
			\$323.41	6420	Transportation	Vehicle Materials an
A D Distributing Co Inc	577550	\$2,519.34	\$2,519.34	6322	International Week	Materials & Supplies
ABC Garage Door	577551	\$7,107.00	\$3,650.00	6090	Buildings Equipment	Maintenance/Repair o
			\$3,457.00	6090	Buildings Equipment	Maintenance/Repair o
ABC Virtual Communication	577552	\$10,000.00	\$10,000.00	6269	Equip Replacement Co	Other Company Servic
Airgas North Central	577557	\$3,793.09	\$60.30	6322	Welding	Materials & Supplies
			\$164.35	6322	Welding	Materials & Supplies
			\$18.58	6322	Welding	Materials & Supplies
			\$1,995.34	6322	Welding	Materials & Supplies
			\$15.16	6322	Welding	Materials & Supplies
			\$644.42	6322	Welding	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Airgas North Central	577557	\$3,793.09	\$58.36	6322	Continuing Ed, Trade	Materials & Supplies
			\$56.70	6322	Southridge Equipment	Materials & Supplies
			\$74.02	6322	Southridge Equipment	Materials & Supplies
			\$558.66	6322	Southridge Equipment	Materials & Supplies
			\$100.95	6322	Southridge Equipment	Materials & Supplies
			\$46.25	6322	Southridge Equipment	Materials & Supplies
Alliant Energy	577560	\$21,666.11	\$11,361.81	6190	Utilities	Utilities
			\$226.88	6190	Utilities	Utilities
			\$22.24	6190	Utilities	Utilities
			\$2,017.30	6190	Utilities	Utilities
			\$8,037.88	6190	Utilities	Utilities
Anchor Fasteners	577564	\$5,116.59	\$4,437.36	6460	Warren County Career	Other Materials and
			\$82.49	6460	Warren County Career	Other Materials and
			\$596.74	6511	Building Trades	Purchases for Resale
Apple Computer Inc	577565	\$57,454.00	\$57,454.00	6323	Technical Update Equ	Minor Equipment
Aramark Higher Education	577566	\$3,979.72	\$3,979.72	6321	Upward Bound Year 22	Food
Beissers Inc	577574	\$3,825.43	-\$111.15	6511	Building Trades	Purchases for Resale
			-\$578.16	6511	Building Trades	Purchases for Resale
			-\$267.13	6511	Building Trades	Purchases for Resale
			\$100.80	6511	Building Trades	Purchases for Resale
			\$440.57	6511	Building Trades	Purchases for Resale
			\$690.12	6511	Building Trades	Purchases for Resale
			\$2,903.36	6511	Building Trades	Purchases for Resale
			\$51.30	6511	Building Trades	Purchases for Resale
			\$175.20	6511	Building Trades	Purchases for Resale
			\$34.56	6511	Building Trades	Purchases for Resale

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Beissers Inc	577574	\$3,825.43	\$346.60	6511	Building Trades	Purchases for Resale
			\$39.36	6322	Building Trades	Materials & Supplies
Carolina Biological Suppl	577581	\$3,441.61	\$68.87	6322	Equip Replacement Sc	Materials & Supplies
			\$2,348.06	6322	Equip Replacement Sc	Materials & Supplies
			\$702.19	6322	Equip Replacement Sc	Materials & Supplies
			\$322.49	6322	Equip Replacement Sc	Materials & Supplies
CDW Government Inc	577584	\$3,645.87	\$999.99	6323	Equipment Replacemen	Minor Equipment
			\$1,700.00	6324	Equipment Replacemen	Computer Software
			\$84.88	6322	Network Administrato	Materials & Supplies
			\$861.00	6322	Equip Replacement In	Materials & Supplies
Central City Community De	577585	\$13,600.00	\$13,600.00	6269	Project IOWA Inc - F	Other Company Servic
City of Ankeny	577588	\$10,364.32	\$27.37	6190	Utilities	Utilities
			\$56.43	6190	Utilities	Utilities
			\$267.02	6190	Utilities	Utilities
			\$130.02	6190	Utilities	Utilities
			\$562.22	6190	Physical Plant Opera	Utilities
			\$48.61	6190	Utilities	Utilities
			\$405.26	6190	Utilities	Utilities
			\$3,267.01	6190	Utilities	Utilities
			\$77.70	6190	Horticulture	Utilities
			\$27.37	6190	Utilities	Utilities
			\$5,005.08	6190	Utilities	Utilities
			\$76.65	6190	Utilities	Utilities
			\$66.54	6190	Utilities	Utilities
			\$86.76	6190	Utilities	Utilities
			\$76.65	6190	Utilities	Utilities
			\$76.65	6190	Utilities	Utilities

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City of Ankeny	577588	\$10,364.32	\$106.98	6190	Utilities	Utilities
Credo Reference Limited	577599	\$11,249.00	\$11,249.00	6269	Equipment Replacemen	Other Company Servic
DART	577604	\$3,086.00	-\$3,414.00	6511	Ticket Sales	Purchases for Resale
			-\$3,020.00	6511	Ticket Sales	Purchases for Resale
			\$4,760.00	6511	Ticket Sales	Purchases for Resale
			\$4,760.00	6511	Ticket Sales	Purchases for Resale
FFA Enrichment Center	577613	\$5,199.00	\$5,199.00	2014	FFA Enrichment Cente	Due to Others
Gov Connection Inc	577621	\$18,623.88	\$537.53	6323	Equip Replacement St	Minor Equipment
			\$1,534.57	6323	Comm Found of Greate	Minor Equipment
			\$3,282.88	6323	Equip Replacement He	Minor Equipment
			\$12,065.76	6322	Technical Update Equ	Materials & Supplies
			\$1,203.14	6323	Equipment Replacemen	Minor Equipment
Grandview University	577622	\$10,522.87	\$10,392.00	6210	Upward Bound Year 22	Rental of Buildings
			\$130.87	6120	Upward Bound Year 22	Printing/Reproductio
Greater Des Moines Partne	577624	\$4,000.00	\$4,000.00	6269	Other General Instit	Other Company Servic
Hawkeye Community College	577629	\$104,597.77	\$104,597.77	2019	Iowa Adv Manufacturi	Accounts Payable Acc
Heartland Finishes Inc	577632	\$5,614.28	\$5,614.28	6090	Buildings Equipment	Maintenance/Repair o
Hewlett Packard	577633	\$158,904.12	\$18,798.12	6323	Technical Update Equ	Minor Equipment
			\$13.00	6322	Iowa Methodist ACE P	Materials & Supplies
			\$63,596.68	6323	Technical Update Equ	Minor Equipment
			\$52,468.48	6323	Technical Update Equ	Minor Equipment
			\$24,027.84	6323	Technical Update Equ	Minor Equipment

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Hockenbergs Equipment	577634	\$2,651.21	\$2,651.21	6323	Equip Replacement Ne	Minor Equipment
Indian Hills Community Co	577638	\$39,109.11	\$39,109.11	2019	Iowa Adv Manufacturi	Accounts Payable Acc
Interstate Power Systems	577641	\$9,845.30	\$9,845.30	6377	Equipment Replacemen	Materials/Supplies f
Iowa Athletic Field Const	577643	\$99,309.20	\$99,309.20	7800	Boone Softball Field	Other Structures and
Iowa Valley Community Col	577648	\$43,061.07	\$43,061.07	2019	Iowa Adv Manufacturi	Accounts Payable Acc
Iowa Western Community Co	577649	\$67,568.16	\$67,568.16	2019	Iowa Adv Manufacturi	Accounts Payable Acc
J Laurenzo Specialty Prod	577653	\$7,056.00	\$7,056.00	6378	Buildings Equipment	Materials/Supplies f
KJWW Engineering Consulta	577660	\$10,510.91	\$10,510.91	6015	Capitol Building Ren	Consultant's Fees
Lloyd Ohland	577667	\$56,614.00	\$24,673.00	6100	Buildings Equipment	Maintenance of Groun
			\$7,015.00	6100	Grounds	Maintenance of Groun
			\$24,926.00	6100	Buildings Equipment	Maintenance of Groun
Macerich Southridge Mall	577669	\$4,120.00	\$4,120.00	6210	Plant Operations - S	Rental of Buildings
McGregor Interests Storag	577675	\$3,000.00	\$3,000.00	6269	WLAN Support	Other Company Servic
MidAmerican Energy Co	577682	\$73,975.15	\$1,966.88	6190	Cap Med Bldg-Common	Utilities
			\$579.93	6190	Plant Operations-Cap	Utilities
			\$36.31	6190	Den Ouden Rent-Cap M	Utilities
			\$66,242.68	6190	Utilities	Utilities
			\$4,788.85	6190	Physical Plant Opera	Utilities
			\$360.50	6190	Racing & Gaming Rent	Utilities
Perishable Distributors I	577696	\$14,887.50	\$14,887.50	6269	Perishable Dist of I	Other Company Servic

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Pocket Nurse	577702	\$3,827.25	\$79.20	6322	NLN Testing	Materials & Supplies
			\$139.95	6322	NLN Testing	Materials & Supplies
			\$169.95	6322	NLN Testing	Materials & Supplies
			\$205.95	6322	NLN Testing	Materials & Supplies
			\$322.50	6322	NLN Testing	Materials & Supplies
			\$5.59	6322	Practical Nursing	Materials & Supplies
			\$181.45	6460	Associates Degree Nu	Other Materials and
			\$218.50	6460	WTED - Nursing	Other Materials and
			\$470.85	6460	WTED - Nursing	Other Materials and
			\$445.95	6460	Practical Nursing	Other Materials and
			\$11.26	6322	Associates Degree Nu	Materials & Supplies
			\$100.00	6322	Practical Nursing	Materials & Supplies
			\$110.35	6322	Practical Nursing	Materials & Supplies
			\$510.90	6322	Associates Degree Nu	Materials & Supplies
			\$854.85	6322	Practical Nursing	Materials & Supplies
RDG Planning and Design	577712	\$127,491.52	\$127,491.52	6015	YMCA/Student Service	Consultant's Fees
Redfield Feed & Supply	577715	\$3,658.00	\$46.65	6322	Dallas County Farm O	Materials & Supplies
			\$331.35	6322	Dallas County Farm O	Materials & Supplies
			\$3,280.00	6322	Dallas County Farm O	Materials & Supplies
Securitas Security Servic	577724	\$37,753.95	\$15,244.78	6261	Non Tort Security In	Contracted Security
			\$22,509.17	6261	Non Tort Security In	Contracted Security
Shive Hattery Inc	577726	\$25,178.52	\$2,773.12	6012	Buildings Equipment	Architect's Fees
			\$22,405.40	6012	Building 1 Addition/	Architect's Fees
Snap On Industrial	577727	\$3,033.66	\$2,664.69	1550	Office of Controller	Prepaid Expenses
			\$322.20	1550	Office of Controller	Prepaid Expenses
			\$7.39	1550	Office of Controller	Prepaid Expenses

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Snap On Industrial	577727	\$3,033.66	\$39.38	1550	Office of Controller	Prepaid Expenses
Southwestern Community Co	577730	\$41,043.00	\$41,043.00	2019	Iowa Adv Manufacturi	Accounts Payable Acc
State Steel Supply Co	577732	\$7,856.85	\$1,750.00	6322	Welding	Materials & Supplies
			\$4,034.75	6322	Welding	Materials & Supplies
			\$1,807.50	6322	Welding	Materials & Supplies
			\$264.60	6322	Welding	Materials & Supplies
TPI Composites Inc	577739	\$289,353.00	\$289,353.00	6269	TPI Iowa #3 Job Spec	Other Company Servic
Verizon Wireless	577749	\$6,966.82	\$154.86	6150	Youth at Risk - Anke	Communications
			\$309.72	6150	WTED-General Exp	Communications
			\$1,157.90	6150	WLAN Support	Communications
			\$62.91	6150	Workforce Developmen	Communications
			\$51.62	6150	Office of VP, Info S	Communications
			\$70.03	6150	Volleyball	Communications
			\$62.91	6150	Continuing Ed, Trade	Communications
			\$51.62	6150	Continuing Ed, Trade	Communications
			\$82.47	6150	Office of Dir, Stude	Communications
			\$64.97	6150	Student Services	Communications
			\$154.86	6150	Non Tort Security In	Communications
			\$154.86	6150	Non Tort Security In	Communications
			\$80.02	6150	Safety Committee	Communications
			\$40.01	6150	Recruiting-Program D	Communications
			\$51.62	6150	Quality Assurance Tr	Communications
			\$281.15	6150	Program Development	Communications
			\$77.28	6150	Office of the Presid	Communications
			\$206.48	6150	Physical Plant Opera	Communications
			\$51.62	6150	Plant Operations - S	Communications
			\$80.88	6150	Physical Plant Opera	Communications

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	NUMBER		AMOUNT	NUMBER			
Verizon Wireless	577749	\$6,966.82	\$64.97	6150	Director, Nursing	Communications	
			\$211.66	6150	Office of Dir, Marke	Communications	
			\$662.54	6150	Mechanical Mainten	Communications	
			\$40.01	6150	LEAN Process Improve	Communications	
			\$91.63	6150	Judicial Office	Communications	
			\$61.62	6150	Office Exec Dir, Ins	Communications	
			\$51.62	6150	IES-Des Moines	Communications	
			\$143.25	6150	Office of Exec Dir,	Communications	
			\$62.91	6150	Continuing Ed, Healt	Communications	
			\$51.62	6150	Office of Exec Dir,	Communications	
			\$49.58	6150	Energy Education Con	Communications	
			\$535.90	6150	Economic Development	Communications	
			\$103.24	6150	Office of Exec Dean,	Communications	
			\$49.58	6150	Office of Exec Dean,	Communications	
			\$91.63	6150	Office of Exec Dean,	Communications	
			\$154.86	6150	Office of Dean, Scie	Communications	
			\$142.26	6150	Office of Exec Dean,	Communications	
			\$51.62	6150	Office of Dean, Heal	Communications	
			\$51.62	6150	Office of Exec Dir,	Communications	
			\$40.01	6150	Architectural Drafti	Communications	
			\$166.15	6150	Academic Development	Communications	
			\$51.62	6150	Associate Dean, Urba	Communications	
			\$68.48	6150	Upward Bound Year 22	Communications	
			\$30.02	6150	Office of Controller	Communications	
			\$66.67	6150	Gateway to College	Communications	
			\$103.24	6150	Special Needs	Communications	
			\$314.56	6150	Office of the Dir, P	Communications	
			\$62.91	6150	Continuing Ed, 2 Day	Communications	
			\$143.25	6150	Student Records/Serv	Communications	
Vital Support Systems	577752	\$10,014.00	\$9,014.00	6060	Non Tort Equip Maint	Maintenance/Repair o	

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Vital Support Systems	577752	\$10,014.00	\$1,000.00	6269	Technical Update Equ	Other Company Servic
Westby, PhD, Jon	577753	\$3,500.00	\$3,500.00	6019	Office of Exec Dean,	Prof Svcs-Individual
Western Iowa Technical Co	577754	\$76,220.05	\$76,220.05	2019	Iowa Adv Manufacturi	Accounts Payable Acc
Wex Bank	577755	\$13,201.14	\$136.46	6420	Physical Plant Opera	Vehicle Materials an
			\$337.72	6420	Physical Plant Opera	Vehicle Materials an
			\$123.83	6420	Plant Operations - S	Vehicle Materials an
			\$77.25	6420	Physical Plant Opera	Vehicle Materials an
			\$126.04	6420	Physical Plant Opera	Vehicle Materials an
			\$501.13	6420	Physical Plant Opera	Vehicle Materials an
			\$249.07	6420	Office of the Dir, P	Vehicle Materials an
			\$118.48	6420	Office of Dir, Marke	Vehicle Materials an
			\$1,269.69	6420	Mechanical Mainten	Vehicle Materials an
			\$80.98	6420	Mail Service	Vehicle Materials an
			\$3,248.81	6420	Grounds	Vehicle Materials an
			\$1,151.10	6420	Office of Exec Dean,	Vehicle Materials an
			\$70.31	6420	Campus Communication	Vehicle Materials an
			\$358.09	6420	Building Trades	Vehicle Materials an
			\$215.84	6420	Agri Business	Vehicle Materials an
			\$834.77	6420	Non Tort Security In	Vehicle Materials an
			\$76.87	6420	Office of Exec Dean,	Vehicle Materials an
			\$104.24	6420	Program Development	Vehicle Materials an
			\$409.72	6420	Non Tort Security In	Vehicle Materials an
			\$309.34	6420	Transportation	Vehicle Materials an
			\$3,286.53	6420	Vehicle Pool	Vehicle Materials an
			\$114.87	6420	WLAN Support	Vehicle Materials an
Wolin Electric	577757	\$6,912.00	\$2,980.00	6090	Ankeny Remodeling	Maintenance/Repair o
			\$3,932.00	6090	Ankeny Remodeling	Maintenance/Repair o

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Nelson Development 10 LLC	577766	\$7,119.32	\$649.53	6030	IES-Des Moines	Custodial Services
			\$374.13	6210	Workforce Services	Rental of Buildings
			\$6,095.66	6210	IES-Des Moines	Rental of Buildings
ABC Virtual Communication	577843	\$20,200.00	\$10,000.00	6269	Equip Replacement Co	Other Company Servic
			\$10,200.00	6324	Economic Development	Computer Software
ACT	577844	\$17,395.00	\$2,370.00	6269	Economic Development	Other Company Servic
			\$15,025.00	2019	Iowa Adv Manufacturi	Accounts Payable Acc
Airgas North Central	577845	\$5,834.58	\$69.91	6322	Continuing Ed, Trade	Materials & Supplies
			\$24.39	6322	Continuing Ed, Trade	Materials & Supplies
			\$170.10	6322	Southridge Equipment	Materials & Supplies
			\$1,418.60	6323	Equipment Replacemen	Minor Equipment
			\$515.34	6322	Equipment Replacemen	Materials & Supplies
			\$512.24	6322	Equipment Replacemen	Materials & Supplies
			\$81.64	6322	Southridge Equipment	Materials & Supplies
			\$316.14	6322	Equipment Replacemen	Materials & Supplies
			\$237.36	6322	Perry Operations	Materials & Supplies
			\$445.45	6322	Perry Operations	Materials & Supplies
			\$113.40	6322	Welding	Materials & Supplies
			\$271.92	6322	Welding	Materials & Supplies
			\$252.36	6322	Welding	Materials & Supplies
			\$759.22	6322	Jasper County Career	Materials & Supplies
			\$97.95	6322	Jasper County Career	Materials & Supplies
			\$29.35	6322	Continuing Ed, Trade	Materials & Supplies
			\$421.65	6322	Continuing Ed, Trade	Materials & Supplies
			\$97.56	6322	Continuing Ed, Trade	Materials & Supplies
Alliant Energy	577847	\$6,743.64	\$1,252.72	6190	Plant Operations, Pe	Utilities
			\$4,206.17	6190	Boone Campus Housing	Utilities

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Alliant Energy	577847	\$6,743.64	\$1,255.92	6190	Boone Campus Housing	Utilities
			\$25.13	6190	Utilities	Utilities
			\$3.70	6190	Building Rental for	Utilities
American Board of Funeral	577848	\$8,000.00	\$8,000.00	6269	Mortuary Science Pro	Other Company Servic
Ames Municipal Utilities	577850	\$4,359.66	\$4,359.66	6190	Utilities	Utilities
Ankeny Golf and Country C	577851	\$3,809.61	\$3,809.61	6321	On-site Wastewater T	Food
Apple Computer Inc	577853	\$11,559.80	\$780.00	6323	Technical Update Equ	Minor Equipment
			\$2,399.90	6323	Technical Update Equ	Minor Equipment
			\$5,980.00	6323	Technical Update Equ	Minor Equipment
			\$2,399.90	6323	Technical Update Equ	Minor Equipment
ASI Signage Innovations	577859	\$3,784.85	\$3,784.85	6323	Equip Replacement Ne	Minor Equipment
B & H Photography	577862	\$9,819.63	\$507.78	6322	Library	Materials & Supplies
			\$8,850.09	6322	Equip Replacement In	Materials & Supplies
			\$461.76	6322	Equip Replacement In	Materials & Supplies
CCS Presentation Systems	577883	\$11,042.98	\$11,042.98	6323	Technical Update Equ	Minor Equipment
CDW Government Inc	577884	\$7,043.26	\$1,376.54	6323	Equip Replacement In	Minor Equipment
			\$129.99	6323	Equipment Replacemen	Minor Equipment
			\$4,388.75	6322	Technical Update Equ	Materials & Supplies
			\$1,147.98	6323	Equipment Replacemen	Minor Equipment
Clear Channel Outdoor Inc	577893	\$5,775.00	\$5,775.00	6110	Office of Dir, Marke	Information Services
Competitive Edge	577898	\$2,772.13	\$2,167.13	6322	Office of Exec Dean,	Materials & Supplies

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Competitive Edge	577898	\$2,772.13	\$605.00	6322	Office of Exec Dean,	Materials & Supplies
Constellation NewEnergy G	577901	\$8,234.08	\$8,234.08	6190	Utilities	Utilities
Davis Brown Koehn Shors a	577911	\$2,521.11	\$330.00	6013	Economic Development	Legal Fees
			\$165.00	6013	Economic Development	Legal Fees
			\$1,287.00	6013	Office of Sr VP, Bus	Legal Fees
			\$178.11	6013	Economic Development	Legal Fees
			\$561.00	6013	YMCA/Student Service	Legal Fees
Des Moines Radio Group	577915	\$4,019.00	\$850.00	6110	Legal Assistant	Information Services
			\$850.00	6110	Office of Exec Dean,	Information Services
			\$500.00	6110	Office of Dir, Marke	Information Services
			\$1,319.00	6110	Office of Dir, Marke	Information Services
			\$250.00	6110	Legal Assistant	Information Services
			\$250.00	6110	Office of Exec Dean,	Information Services
F5 Networks Inc	577925	\$18,031.87	\$18,031.87	6265	Non Tort Equip Maint	Software Service Agr
FFA Enrichment Center	577929	\$4,750.00	\$4,750.00	6210	On-site Wastewater T	Rental of Buildings
Gale Cengage Learning	577935	\$19,851.14	\$95.45	6310	Equip Replacement Li	Library Books/Electr
			\$19,592.35	6269	Equipment Replacemen	Other Company Servic
			\$24.08	6310	Equip Replacement Li	Library Books/Electr
			\$139.26	6310	Equip Replacement Li	Library Books/Electr
Gov Connection Inc	577939	\$12,938.61	\$7,818.22	6323	Equipment Replacemen	Minor Equipment
			\$3,909.11	6323	Equip Replacement St	Minor Equipment
			\$1,211.28	6323	Technical Update Equ	Minor Equipment
Greater Dallas County Dev	577942	\$3,000.00	\$3,000.00	6040	DMACC's Training Fun	Memberships

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Hewlett Packard	577953	\$180,130.51	\$22,964.00	6323	Comm Found of Greate	Minor Equipment
			\$4,596.16	6323	Equipment Replacemen	Minor Equipment
			\$2,416.00	6323	Technical Update Equ	Minor Equipment
			\$114,155.26	6323	Technical Update Equ	Minor Equipment
			\$2,324.56	6323	Technical Update Equ	Minor Equipment
			\$29,496.00	6323	Technical Update Equ	Minor Equipment
			\$23.49	6322	Quality Assurance Tr	Materials & Supplies
			\$1,149.04	6323	Comm Found of Greate	Minor Equipment
			\$604.00	6323	Comm Found of Greate	Minor Equipment
			\$26.00	6322	Workforce Training C	Materials & Supplies
			\$2,350.00	6322	Equip Replacement In	Materials & Supplies
			\$26.00	6322	Equipment Replacemen	Materials & Supplies
Innovative Interfaces Inc	577961	\$43,424.00	\$43,424.00	6265	Non Tort Equip Maint	Software Service Agr
Insight Public Sector	577962	\$18,382.00	\$18,382.00	6265	Civil Engineering Te	Software Service Agr
Iowa College Student Aid	577965	\$5,714.00	\$5,714.00	1443	Fund 1 General Ledge	Skilled Workforce Sh
Iowa College Student Aid	577966	\$9,789.00	\$9,789.00	1484	Fund 1 General Ledge	Due From Iowa Voc Te
Iowa Community Action Ass	577967	\$14,000.00	\$14,000.00	6269	Office of the Presid	Other Company Servic
Iowa Department of Public	577968	\$2,660.00	\$2,660.00	6269	NLN Testing	Other Company Servic
Kirkwood Community Colleg	577979	\$81,655.64	\$81,655.64	2019	Iowa Adv Manufacturi	Accounts Payable Acc
Lloyd Ohland	577987	\$26,714.00	\$13,568.00	6100	Buildings Equipment	Maintenance of Groun
			\$13,146.00	6100	Buildings Equipment	Maintenance of Groun
MidAmerican Energy Co	578001	\$4,496.68	\$11.07	6190	Dallas County Farm O	Utilities

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MidAmerican Energy Co	578001	\$4,496.68	\$4,045.38	6190	Plant Operations - S	Utilities
			\$406.14	6190	Plant Operations - S	Utilities
			\$34.09	6190	Plant Operations, Pe	Utilities
Midland National Life Ins	578002	\$17,481.25	\$17,481.25	6269	Midland Natl Life #6	Other Company Servic
Purcell Printing and Grap	578029	\$2,574.67	\$64.00	6322	Admission Processing	Materials & Supplies
			\$108.00	6322	Associate Dean, Urba	Materials & Supplies
			\$44.00	6322	Mathematics & Scienc	Materials & Supplies
			\$44.00	6322	Physical Plant Opera	Materials & Supplies
			\$900.63	6120	Office of Exec Dean,	Printing/Reproductio
			\$116.60	6120	Office of Exec Dean,	Printing/Reproductio
			\$110.24	6120	Office of Exec Dean,	Printing/Reproductio
			\$254.40	6120	Office of Dir, Marke	Printing/Reproductio
			\$91.16	6120	Office of Exec Dir,	Printing/Reproductio
			\$137.80	6120	Office of Dir, Marke	Printing/Reproductio
			\$703.84	6120	Office of Dir, Marke	Printing/Reproductio
Schumacher, Dale	578044	\$15,248.71	\$945.14	6321	Skills USA	Food
			\$7,100.00	6019	Skills USA	Prof Svcs-Individual
			\$33.17	6230	Skills USA	Postage and Expediti
			\$1,800.86	6480	Skills USA	Travel-In State
			\$4,487.84	6322	Skills USA	Materials & Supplies
			\$226.66	6325	Skills USA	Computer Equipment
			\$655.04	6150	Skills USA	Communications
Shive Hattery Inc	578046	\$11,521.68	\$11,521.68	6012	Southridge Mall Remo	Architect's Fees
Sigler Companies	578047	\$3,708.04	\$1,637.92	6120	Office of Dir, Marke	Printing/Reproductio
			\$2,070.12	6120	Dean, Business & Inf	Printing/Reproductio
Snap On Industrial	578051	\$2,939.94	\$105.60	1550	Office of Controller	Prepaid Expenses

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Snap On Industrial	578051	\$2,939.94	\$71.28	1550	Office of Controller	Prepaid Expenses
			\$351.21	1550	Office of Controller	Prepaid Expenses
			\$63.78	1550	Office of Controller	Prepaid Expenses
			\$2,045.61	1550	Office of Controller	Prepaid Expenses
			\$13.30	1550	Office of Controller	Prepaid Expenses
			\$12.32	1550	Office of Controller	Prepaid Expenses
			\$276.84	1550	Office of Controller	Prepaid Expenses
TPI Composites Inc	578065	\$20,552.00	\$20,552.00	6269	Economic Development	Other Company Servic
US Cellular	578073	\$2,593.06	\$5.90	6150	IPT Regional Telecom	Communications
			\$27.46	6150	Building Trades	Communications
			\$224.54	6150	IA Comm College Athl	Communications
			\$35.80	6150	Associates Degree Nu	Communications
			\$54.82	6150	Gateway to College	Communications
			\$91.42	6150	Transportation Insti	Communications
			\$6.48	6150	Boone Campus Housing	Communications
			\$121.48	6150	Custodial	Communications
			\$5.80	6150	Data Processing	Communications
			\$141.26	6150	Youth at Risk - Anke	Communications
			\$382.20	6150	WLAN Support	Communications
			\$5.80	6150	Office of Dir, Stude	Communications
			\$89.20	6150	Respiratory Therapy	Communications
			\$259.33	6150	Recruiting-Program D	Communications
			\$244.81	6150	Program Development	Communications
			\$184.64	6150	Physical Plant Opera	Communications
			\$90.73	6150	Plant Operations - S	Communications
			\$7.05	6150	Plant Operations, St	Communications
			\$79.83	6150	Physical Plant Opera	Communications
			\$19.79	6150	Physical Plant Opera	Communications
			\$78.65	6150	Office of the Dir, P	Communications

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US Cellular	578073	\$2,593.06	\$25.95	6150	Network Administrato	Communications
			\$79.82	6150	Evening & Weekend	Communications
			\$5.80	6150	Continuing Ed, EMT-B	Communications
			\$180.47	6150	Economic Development	Communications
			\$122.11	6150	Dental Assistant	Communications
			\$21.92	6150	Office of Exec Dean,	Communications
US Postal Service	578074	\$12,974.52	\$12,974.52	6230	Office of Exec Dir,	Postage and Expediti
Visiting Nurse Services	578079	\$3,872.64	\$3,872.64	6269	Noncustodial Parent	Other Company Servic
Workplace Answers	578089	\$4,560.00	\$1,065.00	6269	Office of Sr VP, Aca	Other Company Servic
			\$3,495.00	6269	Office of Sr VP, Aca	Other Company Servic
Nelson Development 10 LLC	578104	\$7,119.32	\$649.53	6030	IES-Des Moines	Custodial Services
			\$374.13	6210	Workforce Services	Rental of Buildings
			\$6,095.66	6210	IES-Des Moines	Rental of Buildings
ABC Garage Door	578157	\$6,957.00	\$3,500.00	6090	Buildings Equipment	Maintenance/Repair o
			\$3,457.00	6090	Buildings Equipment	Maintenance/Repair o
ABC Virtual Communication	578158	\$10,680.00	\$1,500.00	6324	Economic Development	Computer Software
			\$9,180.00	6324	Economic Development	Computer Software
Agri Drain Corp	578160	\$10,556.11	\$2,513.94	6269	Agri Drain #7-Job Sp	Other Company Servic
			\$8,042.17	6269	Agri Drain #7-Mgt/Su	Other Company Servic
Ahlers and Cooney PC	578162	\$2,771.00	\$1,201.50	6013	Office of Sr VP, Bus	Legal Fees
			\$408.50	6013	Office of Sr VP, Bus	Legal Fees
			\$1,161.00	6013	Office of Sr VP, Bus	Legal Fees
Airgas North Central	578164	\$3,263.29	\$297.72	6323	Equipment Replacemen	Minor Equipment

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Airgas North Central	578164	\$3,263.29	\$19.31	6322	Jasper County Career	Materials & Supplies
			\$38.71	6322	Equipment Replacemen	Materials & Supplies
			\$675.21	6322	Perry Operations	Materials & Supplies
			\$349.67	6322	Jasper County Career	Materials & Supplies
			\$1,748.54	6322	Equipment Replacemen	Materials & Supplies
			\$36.18	6322	Welding	Materials & Supplies
			\$97.95	6322	Jasper County Career	Materials & Supplies
All-Iowa Score Tables LLC	578165	\$3,000.00	\$3,000.00	6110	Office of Dir, Marke	Information Services
American Board of Funeral	578168	\$5,000.00	\$5,000.00	6040	Mortuary Science Pro	Memberships
Arthur, Angela	578175	\$4,249.32	\$4,249.32	6019	Central IA Wrkfrce I	Prof Svcs-Individual
ASI Water Features	578176	\$2,621.00	\$168.00	6100	Grounds	Maintenance of Groun
			\$168.00	6100	Grounds	Maintenance of Groun
			\$581.00	6100	Grounds	Maintenance of Groun
			\$168.00	6100	Grounds	Maintenance of Groun
			\$600.00	6100	Grounds	Maintenance of Groun
			\$336.00	6100	Grounds	Maintenance of Groun
			\$600.00	6100	Grounds	Maintenance of Groun
AVI Systems	578178	\$6,134.64	\$565.64	6322	Equip Replacement In	Materials & Supplies
			\$1,939.00	6323	Library	Minor Equipment
			\$1,815.00	6323	Comm Found of Greate	Minor Equipment
			\$1,815.00	6323	Equip Replacement In	Minor Equipment
Best Buy Government and E	578183	\$10,842.92	\$6,072.92	6323	Equipment Replacemen	Minor Equipment
			\$4,770.00	6322	Technical Update Equ	Materials & Supplies
CCS Presentation Systems	578210	\$3,747.80	\$3,747.80	6323	Equipment Replacemen	Minor Equipment

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ColorFX	578221	\$4,426.00	\$4,426.00	6120	Office of Dir, Marke	Printing/Reproductio
CR Promotions Company LLC	578227	\$7,594.05	\$7,594.05	6269	Student Activities	Other Company Servic
Des Moines Radio Group	578241	\$3,135.00	\$1,670.00	6110	Office of Dir, Marke	Information Services
			\$1,465.00	6110	Office of Dir, Marke	Information Services
Digital Intelligence Inc.	578245	\$6,000.00	\$6,000.00	6269	Electronic Crime Ins	Other Company Servic
Eastern Iowa Community Co	578249	\$30,337.33	\$30,337.33	2019	Iowa Adv Manufacturi	Accounts Payable Acc
Education to Go	578251	\$3,551.75	-\$65.00	6269	Continuing Ed, On Li	Other Company Servic
			-\$65.00	6269	Continuing Ed, On Li	Other Company Servic
			\$123.75	6269	Continuing Ed, On Li	Other Company Servic
			\$3,558.00	6269	Continuing Ed, On Li	Other Company Servic
Elsevier Health Science	578253	\$3,647.50	\$3,647.50	6520	Continuing Ed, Healt	Purchases for Resale
FBG Service Corporation	578256	\$41,773.03	\$8,077.00	6030	Plant Operations - S	Custodial Services
			\$20,480.00	6030	Custodial	Custodial Services
			\$4,140.00	6030	Physical Plant Opera	Custodial Services
			\$2,174.00	6030	Plant Operations, St	Custodial Services
			\$4,513.00	6030	Physical Plant Opera	Custodial Services
			\$2,250.00	6030	Plant Operations, Pe	Custodial Services
			\$139.03	6030	FFA Enrichment Cente	Custodial Services
First Choice Distribution	578258	\$12,153.80	\$187.50	6410	Office of Dean, Heal	Janitorial Materials
			\$187.50	6410	Culinary Arts	Janitorial Materials
			\$5,631.48	6410	Custodial	Janitorial Materials
			\$125.00	6410	Culinary Arts	Janitorial Materials
			\$5,212.33	6410	Custodial	Janitorial Materials

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First Choice Distribution	578258	\$12,153.80	\$684.99	6410	Physical Plant Wareh	Janitorial Materials
			\$125.00	6410	Office of Dean, Heal	Janitorial Materials
Forst Training and Consul	578261	\$3,829.50	\$972.40	6015	Softskills Training	Consultant's Fees
			\$857.00	6015	Softskills Training	Consultant's Fees
			\$1,027.00	6015	Softskills Training	Consultant's Fees
			\$973.10	6015	Softskills Training	Consultant's Fees
Global Datebooks	578267	\$35,100.00	\$35,100.00	6269	Student Handbook	Other Company Servic
Herff Jones Inc	578283	\$7,583.50	\$6,387.50	6322	Graduation	Materials & Supplies
			\$1,196.00	6322	Student Records/Serv	Materials & Supplies
Hewlett Packard	578285	\$91,221.22	\$53,560.44	6323	Technical Update Equ	Minor Equipment
			\$13.00	6323	Library	Minor Equipment
			\$1,487.79	6323	Technical Update Equ	Minor Equipment
			\$1,143.20	6323	Quality Assurance Tr	Minor Equipment
			\$78.00	6323	WTED-General Exp	Minor Equipment
			\$25,373.60	6323	Technical Update Equ	Minor Equipment
			\$9,565.19	6323	Technical Update Equ	Minor Equipment
Holmes Murphy & Associat	578288	\$720,000.00	\$700,000.00	6180	Non Tort Equip Maint	Insurance
			\$20,000.00	6269	Non Tort Equip Maint	Other Company Servic
Iowa Lakes Community Coll	578301	\$9,214.09	\$9,214.09	2019	Iowa Adv Manufacturi	Accounts Payable Acc
KCCI TV	578314	\$9,554.00	\$4,964.00	6110	Office of Dir, Marke	Information Services
			\$4,590.00	6110	Office of Dir, Marke	Information Services
Longnecker, Garrett	578336	\$4,000.00	\$2,000.00	6269	Office of Dir, Marke	Other Company Servic
			\$2,000.00	6269	Dallas County Farm O	Other Company Servic

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Manatts Inc.	578344	\$5,168.11	\$146.52	6100	Buildings Equipment	Maintenance of Groun
			\$290.93	6100	Buildings Equipment	Maintenance of Groun
			\$144.86	6100	Buildings Equipment	Maintenance of Groun
			\$152.67	6100	Buildings Equipment	Maintenance of Groun
			\$145.85	6100	Buildings Equipment	Maintenance of Groun
			\$1,590.19	6100	Buildings Equipment	Maintenance of Groun
			\$1,107.89	6100	Buildings Equipment	Maintenance of Groun
			\$1,589.20	6100	Buildings Equipment	Maintenance of Groun
Martin Marietta Materials	578350	\$2,732.00	\$460.50	6100	Buildings Equipment	Maintenance of Groun
			\$332.48	6322	Grounds	Materials & Supplies
			\$686.36	6322	Grounds	Materials & Supplies
			\$1,252.66	6100	Buildings Equipment	Maintenance of Groun
Mid-Iowa Solid Waste Equi	578364	\$3,226.13	\$1,800.00	6269	MidIowa Solid Waste	Other Company Servic
			\$1,426.13	6269	MidIowa Solid Waste	Other Company Servic
Midwest Office Technology	578366	\$7,079.89	\$7,079.89	6322	WLAN Support	Materials & Supplies
Nelnet Business Solutions	578374	\$6,352.16	\$6,352.16	6269	Office of Controller	Other Company Servic
New Century FS Inc	578375	\$12,797.54	\$2,054.43	6420	Grounds	Vehicle Materials an
			\$1,161.35	6420	Grounds	Vehicle Materials an
			\$2,419.88	6420	Grounds	Vehicle Materials an
			\$1,847.50	6420	Grounds	Vehicle Materials an
			\$666.00	6420	Grounds	Vehicle Materials an
			\$1,931.44	6420	Grounds	Vehicle Materials an
			\$2,716.94	6420	Grounds	Vehicle Materials an
Owen Software Development	578384	\$4,800.00	\$4,800.00	6324	Faculty Development	Computer Software
Ralph N Smith Inc	578397	\$12,680.00	\$12,680.00	6378	Equipment Replacemen	Materials/Supplies f

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Remel Inc	578405	\$3,291.95	\$3,291.95	6322	Equip Replacement Sc	Materials & Supplies
Reynolds & Reynolds Inc	578406	\$4,073.65	\$4,073.65	6265	Technical Update Equ	Software Service Agr
Southeastern Community Co	578430	\$38,046.32	\$38,046.32	2019	Iowa Adv Manufacturi	Accounts Payable Acc
State Steel Supply Co	578432	\$3,159.75	\$3,159.75	6322	Welding	Materials & Supplies
Storey Kenworthy	578434	\$17,576.63	\$81.28	6322	Youth at Risk - Anke	Materials & Supplies
			\$249.51	6322	Other General Instit	Materials & Supplies
			\$1,884.69	6322	Dean, Business & Inf	Materials & Supplies
			\$118.07	6322	Office of Exec Dean,	Materials & Supplies
			\$138.70	6322	Office of Dean, Indu	Materials & Supplies
			\$395.38	6322	Office of Dean, Heal	Materials & Supplies
			\$98.68	6322	Curriculum & Schedul	Materials & Supplies
			\$237.05	6322	Office of Controller	Materials & Supplies
			\$341.62	6322	Office of Exec Dir,	Materials & Supplies
			\$218.92	6322	Boone Campus Housing	Materials & Supplies
			\$136.47	6322	Auto Service	Materials & Supplies
			\$43.42	6322	Associates Degree Nu	Materials & Supplies
			\$97.59	6322	Agri Business	Materials & Supplies
			\$49.67	6322	Admission Processing	Materials & Supplies
			\$64.40	6322	Iowa Methodist ACE P	Materials & Supplies
			\$315.85	6322	Ames High School	Materials & Supplies
			\$750.00	6322	Recruiting-Program D	Materials & Supplies
			\$26.22	6322	Evening & Weekend	Materials & Supplies
			\$77.80	6322	Transportation Insti	Materials & Supplies
			\$128.66	6322	Corrections-Newton	Materials & Supplies
			\$472.34	6322	Corrections-Mitchell	Materials & Supplies
			\$161.49	6322	Adult Literacy-Urban	Materials & Supplies
			\$326.01	6322	Adult Literacy-South	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Storey Kenworthy	578434	\$17,576.63	\$1,143.86	6322	Workforce Training C	Materials & Supplies
			\$104.78	6322	Veterinary Technician	Materials & Supplies
			\$216.40	6322	Office of Exec Dean,	Materials & Supplies
			\$1,727.00	6322	Office of Dir, Stude	Materials & Supplies
			\$79.76	6322	Office of Dir, Finan	Materials & Supplies
			\$7.44	6322	Student Services	Materials & Supplies
			\$638.64	6322	Student Services	Materials & Supplies
			\$287.41	6322	Special Needs	Materials & Supplies
			\$137.15	6322	Story County Academy	Materials & Supplies
			\$365.14	6322	Perry Operations	Materials & Supplies
			\$2,131.59	6322	Program Development	Materials & Supplies
			\$312.06	6322	Office of the Dir, P	Materials & Supplies
			\$224.60	6322	Organization & Opera	Materials & Supplies
			\$91.62	6322	Pharmacy Tech	Materials & Supplies
			\$123.55	6322	Practical Nursing	Materials & Supplies
			\$6.44	6322	Certified Nursing As	Materials & Supplies
			\$96.92	6322	Mortuary Science Pro	Materials & Supplies
			\$50.58	6322	Office of Dir, Marke	Materials & Supplies
			\$174.36	6322	Management	Materials & Supplies
			\$97.19	6322	Medical Assistant	Materials & Supplies
			\$55.75	6322	Jasper County Career	Materials & Supplies
			\$966.23	6322	Information Systems	Materials & Supplies
			\$507.81	6322	IES-Des Moines	Materials & Supplies
			\$29.10	6322	High School Completi	Materials & Supplies
			\$52.02	6322	Office of Exec Dir,	Materials & Supplies
			\$127.14	6322	Graphic Design	Materials & Supplies
			\$651.28	6322	Equipment Replacemen	Materials & Supplies
			\$214.22	6322	Equipment Replacemen	Materials & Supplies
			\$554.93	6322	Evelyn Davis Center	Materials & Supplies
			\$116.64	6322	Office of Exec Dean,	Materials & Supplies
Telligen Inc	578439	\$5,612.76	\$5,612.76	6266	Telligen Proj #3 Job	Stipends/Allowances

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Visiting Nurse Services	578449	\$3,280.00	\$3,280.00	6269	Noncustodial Parent	Other Company Servic
Waste Mgmt of Iowa Corp.	578453	\$4,566.11	\$197.79	6030	Cap Med Bldg-Common	Custodial Services
			\$313.13	6030	Plant Operations - S	Custodial Services
			\$91.06	6030	Physical Plant Opera	Custodial Services
			\$141.96	6030	Physical Plant Opera	Custodial Services
			\$3,738.89	6030	Custodial	Custodial Services
			\$83.28	6030	Plant Operations - E	Custodial Services
WebFilings LLC	578454	\$57,281.83	\$57,281.83	6269	WebFilings #3-Job Sp	Other Company Servic
WHO TV13	578458	\$4,935.00	\$4,935.00	6110	Office of Dir, Marke	Information Services
WizIQ Inc	578461	\$16,500.00	\$16,500.00	6265	Web Based Instructio	Software Service Agr
Xerox Corp	578462	\$3,257.33	\$563.34	7620	Duplicating Services	Lease/Purchase Bldg
			\$922.91	6322	Duplicating Services	Materials & Supplies
			\$599.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$599.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$573.08	7620	Duplicating Services	Lease/Purchase Bldg
ABC Virtual Communication	578551	\$31,985.00	\$10,000.00	6269	Equip Replacement Co	Other Company Servic
			\$10,000.00	6269	Equip Replacement Co	Other Company Servic
			\$8,415.00	6324	Economic Development	Computer Software
			\$3,570.00	6324	Economic Development	Computer Software
Advanced Engineering & De	578556	\$7,850.00	\$7,850.00	6269	WTED-General Exp	Other Company Servic
American Heritage Life In	578561	\$3,540.08	\$339.20	2289	Payroll Office	Hospitalization Insu
			\$1,557.96	2287	Payroll Office	Cancer Insurance Pay
			\$1,255.98	2286	Payroll Office	Accident Insurance P

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
American Heritage Life In	578561	\$3,540.08	\$386.94	2288	Payroll Office	Critical Illness Ins
Association of Business a	578565	\$6,000.00	\$6,000.00	6269	Office of the Presid	Other Company Servic
CDW Government Inc	578585	\$19,321.60	\$1,394.79	6323	Mechanical Mainten	Minor Equipment
			\$17,926.81	6322	Equipment Replacem	Materials & Supplies
CenturyLink	578587	\$6,699.65	\$585.00	6150	Campus Communication	Communications
			\$775.00	6150	Campus Communication	Communications
			\$600.00	6150	Campus Communication	Communications
			\$775.00	6150	Campus Communication	Communications
			\$555.00	6150	Campus Communication	Communications
			\$108.49	6150	Campus Communication	Communications
			\$154.19	6150	Campus Communication	Communications
			\$92.52	6150	Campus Communication	Communications
			\$600.00	6150	Campus Communication	Communications
			\$575.00	6150	Campus Communication	Communications
			\$44.86	6150	Campus Communication	Communications
			\$44.86	6150	Equip Replacement Sc	Communications
			\$60.66	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications
			\$44.82	6150	Campus Communication	Communications
			\$202.54	6150	Campus Communication	Communications
			\$149.86	6150	Campus Communication	Communications
			\$272.69	6150	Campus Communication	Communications
			\$190.04	6150	Campus Communication	Communications
			\$775.00	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications
Christian Photo Inc	578588	\$4,435.86	\$644.97	1550	Office of Controller	Prepaid Expenses
			\$110.92	1550	Office of Controller	Prepaid Expenses

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Christian Photo Inc	578588	\$4,435.86	\$3,679.97	1550	Office of Controller	Prepaid Expenses
Des Moines Public Schools	578608	\$8,704.00	\$8,704.00	6269	Program Development	Other Company Servic
Des Moines Register	578610	\$7,411.32	\$7,411.32	6110	Office of Dir, Marke	Information Services
Downtown Events Group	578614	\$2,500.00	\$1,000.00	6269	Office of Sr VP, Aca	Other Company Servic
			\$1,500.00	6269	Diversity Commission	Other Company Servic
EmbarkIT Inc	578619	\$2,558.00	\$2,366.00	6322	Equipment Replacemen	Materials & Supplies
			\$192.00	6322	Equipment Replacemen	Materials & Supplies
FBG Service Corporation	578621	\$8,988.00	\$1,638.00	6030	Plant Operations - E	Custodial Services
			\$7,350.00	6030	Physical Plant Opera	Custodial Services
FFA Enrichment Center	578622	\$4,824.00	\$4,750.00	6210	On-site Wastewater T	Rental of Buildings
			\$74.00	6210	On-site Wastewater T	Rental of Buildings
FHEG Ankeny Bookstore #10	578623	\$166,564.83	\$143,807.55	6322	Program Development	Materials & Supplies
			\$696.81	6322	Office of Dir, Marke	Materials & Supplies
			\$130.70	6322	Mathematics & Scienc	Materials & Supplies
			\$1.99	6322	Learning Center Book	Materials & Supplies
			\$16,663.75	6322	Jasper County Career	Materials & Supplies
			\$558.00	6322	Faculty Development	Materials & Supplies
			\$11.88	6322	Dietary Management	Materials & Supplies
			\$181.75	6322	Office of Exec Dean,	Materials & Supplies
			\$14.95	6322	Office of Exec Dean,	Materials & Supplies
			\$358.45	6322	Office of Dean, Scie	Materials & Supplies
			\$457.66	6322	Office of Exec Dean,	Materials & Supplies
			\$49.95	6322	Office of Dean, Indu	Materials & Supplies
			\$335.69	6322	Office of Exec Dean,	Materials & Supplies

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
FHEG Ankeny Bookstore #10	578623	\$166,564.83	\$71.88	6322	Dean, Business & Inf	Materials & Supplies
			\$97.68	6322	Office of Exec Dean,	Materials & Supplies
			\$71.20	6322	Office of Controller	Materials & Supplies
			\$57.50	6322	Communications	Materials & Supplies
			\$226.99	6322	Horticulture	Materials & Supplies
			\$1,219.50	6322	Business Administrat	Materials & Supplies
			\$27.18	6322	Associates Degree Nu	Materials & Supplies
			\$160.67	6322	Architectural Drafti	Materials & Supplies
			\$189.00	6322	ESL Refugee Contract	Materials & Supplies
			\$10.35	6322	PACE Program 260H	Materials & Supplies
			\$46.18	6322	Work-Based Learning	Materials & Supplies
			-\$479.75	2019	Follett Bookstore	Accounts Payable Acc
			\$169.42	2019	Follett Bookstore	Accounts Payable Acc
			\$22.49	2019	Follett Bookstore	Accounts Payable Acc
			\$86.13	2019	Follett Bookstore	Accounts Payable Acc
			\$5.58	2019	Follett Bookstore	Accounts Payable Acc
			\$1,128.25	6322	Agri Business	Materials & Supplies
			\$29.95	6322	Paramedic Specialist	Materials & Supplies
			\$81.25	6322	GAP Tuition Assistan	Materials & Supplies
			\$42.28	6322	Special Needs	Materials & Supplies
			\$9.95	6322	Surgical Technician	Materials & Supplies
			\$22.02	6322	STRIVE	Materials & Supplies
First Choice Distribution	578624	\$3,265.36	\$41.44	6410	Physical Plant Opera	Janitorial Materials
			\$3,223.92	6410	Physical Plant Opera	Janitorial Materials
Heartland Business System	578638	\$26,907.70	\$26,907.70	6323	Technical Update Equ	Minor Equipment
Hewlett Packard	578640	\$37,358.23	\$2,487.72	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$2,686.32	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$2,138.00	6323	Equipment Replacemen	Minor Equipment

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Hewlett Packard	578640	\$37,358.23	\$26,464.80	6323	Technical Update Equ	Minor Equipment
			\$4,563.31	6323	Equip Replacement In	Minor Equipment
			\$2,298.08	6323	Equip Replacement We	Minor Equipment
			-\$3,306.00	6323	Technical Update Equ	Minor Equipment
			\$26.00	6322	Equipment Replacemen	Materials & Supplies
INS Connect	578647	\$5,850.00	\$5,850.00	6150	Campus Communication	Communications
Iowa Association of Commu	578651	\$19,762.10	\$19,762.10	6040	Board of Directors	Memberships
Iowa Library Services	578654	\$6,745.10	\$6,745.10	6269	Equipment Replacemen	Other Company Servic
IPJ Media, L.L.C.	578657	\$3,000.00	\$3,000.00	6110	Office of Dir, Marke	Information Services
ITA Group	578658	\$62,045.03	\$1,514.42	6269	ITA Group #3-Trainin	Other Company Servic
			\$60,530.61	6269	ITA Group #3-Job Spe	Other Company Servic
James Mardock	578659	\$4,031.02	\$1,954.70	6015	Buildings Equipment	Consultant's Fees
			\$2,076.32	6015	Buildings Equipment	Consultant's Fees
KCWI Television	578665	\$2,840.00	\$2,840.00	6110	Office of Dir, Marke	Information Services
Lincoln National Life Ins	578676	\$56,497.61	\$8,722.33	2257	Payroll Office	Emp Opt Life Ins Pay
			\$2,873.20	2258	Payroll Office	Spouse Opt Life Ins
			\$1,576.80	2259	Payroll Office	Dep Supp Life Ins Pa
			\$4,319.58	2256	Payroll Office	ST Disability - B In
			\$6,504.04	2255	Payroll Office	ST Disability - A In
			\$15,272.50	2254	Payroll Office	Long Term Disability
			\$17,229.16	2253	Payroll Office	Basic Life Insurance
Lloyd Ohland	578678	\$26,638.00	\$9,087.50	6100	Buildings Equipment	Maintenance of Groun

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Lloyd Ohland	578678	\$26,638.00	\$17,550.50	6100	Buildings Equipment	Maintenance of Groun
Manatts Inc.	578681	\$560,493.30	\$138.81	6322	Grounds	Materials & Supplies
			\$144.59	6322	Grounds	Materials & Supplies
			\$559,745.58	6100	DMACC Road Project	Maintenance of Groun
			\$464.32	6100	Buildings Equipment	Maintenance of Groun
MidAmerican Energy Co	578690	\$10,131.03	\$973.05	6190	Utilities	Utilities
			\$9,147.23	6190	Plant Operations - E	Utilities
			\$10.75	6190	Plant Operations - E	Utilities
Northwest Iowa Community	578698	\$6,562.97	\$894.53	6480	Iowa Adv Manufacturi	Travel-In State
			\$3,580.33	6951	Iowa Adv Manufacturi	TAACT Salaries
			\$2,088.11	6952	Iowa Adv Manufacturi	TAACT Fringes
Perry Community Schools	578704	\$18,000.00	\$18,000.00	6269	Perry Operations	Other Company Servic
Prostruct Construction In	578707	\$15,497.03	\$15,497.03	7600	West Campus Storage	Buildings and Fixed
Purcell Printing and Grap	578709	\$3,660.33	\$214.12	6120	Office of Dir, Marke	Printing/Reproductio
			\$591.32	6120	Mortuary Science Pro	Printing/Reproductio
			\$364.64	6120	Office of Dir, Marke	Printing/Reproductio
			\$95.40	6120	Office of Dir, Marke	Printing/Reproductio
			\$2,000.00	6322	Office of Dir, Marke	Materials & Supplies
			\$394.85	6120	Office of Dir, Marke	Printing/Reproductio
Rave Wireless Inc	578711	\$32,092.00	\$32,092.00	6324	Safety Committee	Computer Software
Remel Inc	578713	\$10,070.50	\$318.50	6322	Equip Replacement Sc	Materials & Supplies
			\$43.28	6322	Equip Replacement Sc	Materials & Supplies
			\$383.00	6322	Equip Replacement Sc	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Remel Inc	578713	\$10,070.50	\$141.18	6322	Equip Replacement Sc	Materials & Supplies
			\$8,748.45	6322	Equip Replacement Sc	Materials & Supplies
			\$376.00	6322	Equip Replacement Sc	Materials & Supplies
			\$60.09	6322	Equip Replacement Sc	Materials & Supplies
Reynolds & Reynolds Inc	578715	\$5,000.00	\$5,000.00	2250	DMACC Self-funded In	Health Insurance Pay
Ryan Miller	578718	\$2,965.00	\$2,965.00	6019	Motorcycle and Moped	Prof Svcs-Individual
Securitas Security Servic	578722	\$39,353.00	\$15,556.64	6261	Non Tort Security In	Contracted Security
			\$23,796.36	6261	Non Tort Security In	Contracted Security
Snap On Industrial	578725	\$5,165.72	\$18.04	1550	Office of Controller	Prepaid Expenses
			\$783.02	1550	Office of Controller	Prepaid Expenses
			\$2,947.20	1550	Office of Controller	Prepaid Expenses
			\$840.45	1550	Office of Controller	Prepaid Expenses
			\$208.08	1550	Office of Controller	Prepaid Expenses
			\$199.72	1550	Office of Controller	Prepaid Expenses
			\$125.82	1550	Office of Controller	Prepaid Expenses
			\$32.86	1550	Office of Controller	Prepaid Expenses
			\$10.53	1550	Office of Controller	Prepaid Expenses
Weitz Company	578742	\$40,310.00	\$35,360.00	6090	Building 1 Addition/	Maintenance/Repair o
			\$4,950.00	6090	Building 1 Addition/	Maintenance/Repair o
WHO TV13	578745	\$3,565.00	\$3,565.00	6110	Office of Dir, Marke	Information Services
Windstar Lines Inc	578747	\$2,889.00	\$2,889.00	6269	Office of Dean, Indu	Other Company Servic
Wolin Electric	578750	\$4,188.57	\$4,188.57	6090	Equipment Replacemen	Maintenance/Repair o
REPORT TOTAL			\$8,713,341.65			

Perry, Iowa
September 8, 2014

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of September, 2014, at 4:00 p.m., at the Perry VanKirk Career Academy, 1011 2nd Avenue, in Perry, Iowa. The meeting was called to order and there were present, either in person or by telephone conference call, the following named Board Members:

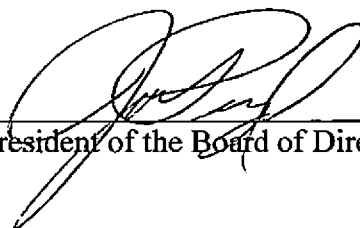
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a New Jobs Training Agreement between the College and Ag Leader Technology, Inc. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed \$440,000 Aggregate Principal Amount of New Jobs Training Certificates (Ag Leader Technology, Inc. Project #3) of the Des Moines Area Community College." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *



President of the Board of Directors

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED \$440,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (AG LEADER TECHNOLOGY, INC. PROJECT #3) OF THE DES MOINES AREA COMMUNITY COLLEGE.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with Ag Leader Technology, Inc. (the "Company"), pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing a job training program, including an additional job training program under the Supplemental Act (hereinafter referred to as the "Project"), to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the Project will include jobs which the Company has agreed will qualify for the supplemental new jobs credit from withholding authorized under the Supplemental Act and the College has determined that the starting wages which the Company has agreed to pay make such jobs eligible for the supplemental new jobs credit from withholding authorized under the Supplemental Act; and

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require

the issuance by the College of not to exceed \$440,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act and the Supplemental Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed an aggregate of \$440,000 of New Jobs Training Certificates (Ag Leader Technology, Inc. Project #3) of the College (the "Certificates"), with \$223,500 of the Certificates issued under the Act and \$216,500 of the Certificates issued under the Supplemental Act; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act and the Supplemental Act, all as required and provided for by Section 260E.6 of the Act and subsection 4 of the Supplemental Act; and

WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:

NOTICE OF INTENTION TO ISSUE
NEW JOBS TRAINING CERTIFICATES
(AG LEADER TECHNOLOGY, INC. PROJECT #3)
OF DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$440,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Ag Leader Technology, Inc. Project #3) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at Ag Leader Technology, Inc. in Ames, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code.

By Order of the Board of Directors



Secretary of the Board of Directors

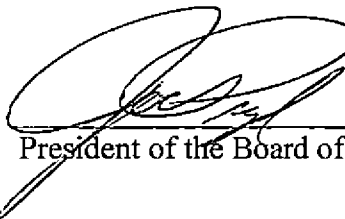
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law and in accordance with the Act and the Supplemental Act of not to exceed an aggregate of \$440,000 of New Jobs Training Certificates (Ag Leader Technology, Inc. Project #3) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

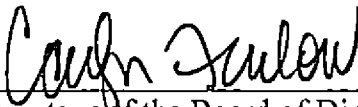
Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of September, 2014.



President of the Board of Directors

Attest:



Secretary of the Board of Directors

STATE OF IOWA)
) SS:
COUNTY OF DALLAS)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on September 8, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of September, 2014.



Secretary of the Board of Directors

**IOWA NEW JOBS
TRAINING AGREEMENT**

between

DES MOINES AREA COMMUNITY COLLEGE
Ankeny, Iowa

and

Ag Leader Technology, Inc.

Project # 3

Dated as of September 8, 2014

IOWA NEW JOBS TRAINING AGREEMENT

This Iowa New Jobs Training Agreement (the "Agreement") made and entered into as of September 8, 2014 between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Ag Leader Technology, Inc. (the "Employer").

WITNESSETH:

WHEREAS, pursuant to Chapter 260E of the Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs; and

WHEREAS, the Area School intends to fund the new jobs training program from the proceeds of the issuance by the Area School of new jobs training certificates (the "Certificates") in accordance with the provisions of the Act; and

WHEREAS, the Certificates will be issued pursuant to the terms of a resolution (the "Resolution") to be adopted by the Board of Directors of the Area School; and

WHEREAS, the Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed;

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

- (a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").
- (b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.
- (c) It is empowered to enter into the transactions contemplated by this Agreement.

- (d) It will do all things in its power required of it in order to maintain its existence through the term of this Agreement or in order to assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. The Employer represents and warrants that:

- (a) It is duly and validly organized and is in good standing under the laws of the Iowa and is qualified to do business and is in good standing in the State.
- (b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments, if any, given by the Employer to secure its obligations hereunder and to enter into and carry out the transaction contemplated herein. Such execution, delivery and performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.
- (c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.
- (d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Iowa New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs within the meaning of the Act in connection with the expansion of the Employer's business operations.
- (e) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce, but excluding retail, health or professional services, all within the meaning of the Act.
- (f) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

- (g) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other person, except the Area School.
- (h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.
- (i) Employer agrees that it shall provide all information requested by the College, the Iowa Economic Development Authority or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Economic Development Authority.
- (j) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

ARTICLE II

PROJECT; PROGRAM SERVICES

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

Section 2.2. The Area School agrees to provide the Program Services if and to the extent that funds are available to pay the costs of the Program Services from the proceeds of the issuance of the Certificates or from the Employer. The Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.3. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. Such costs shall be paid from amounts in the Project Fund (as hereinafter defined) and from the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project, all as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all costs of the Project, including principal and interest on the Certificates.

Section 2.4. The term of this Agreement shall not exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project Costs are deferred; provided, however, that this Agreement, and the repayment obligations of the employer shall not terminate until the Certificates have been paid in full.

Section 2.5. The Area School may revise the training curriculum from time to time with the consent of the Employer: provided that no revision shall be made which would change the Project to other than the purposes permitted by the Act.

Section 2.6. The Certificates shall be issued pursuant to the Resolution. The Resolution shall set forth the aggregate principal amount of the Certificates, the rate at which the Certificates bear interest, the maturity of the Certificates, the provisions for redemption of the Certificates, and such other matter, including the security for the Certificates, as the Board of Directors of the Area School shall determine.

Section 2.7. The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a separate fund established by the Area School (the "Project Fund"). Pending disbursement, the proceeds deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the Resolution and may be used for the payment of the principal, premium, if any, and interest on the Certificates. Amounts in the Project Fund and interest earnings thereon shall be disbursed by the Area School for the payment of Project Costs approved by the Area School to the extent not used for the payment of the principal, premium, if any, and interest on the Certificates. The Employer shall not commit any funds in the Project Fund without the prior written approval of the Area School and shall have no right to receive any amounts in the Project Fund except as approved by the Area School.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of the Project in excess of the moneys in the Project Fund in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefore from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. The Employer will, however, be entitled, to the extent permitted by the Act, to reimbursement of any of its funds used for the payment of Project Costs from the Project Fund when a surplus is attained in the Project Fund and not needed to satisfy the debt service requirements on the Certificates.

Section 2.9. In the event that Certificates are not issued by the Area School, the Employer agrees to pay to the Area School an amount sufficient to reimburse the Area School for all reasonable and necessary expenses incurred by the Area School in connection with the Project, including but not limited to legal fees and any Project Costs incurred to provide training to employees in new jobs as part of the Project.

Section 2.10. Amounts received by the Area School from the new jobs credit from withholding and incremental property taxes with respect to the Project shall be deposited in a separate fund to be held by the Area School (the "Revenue Fund"). The Area School and the Employer agree that amounts in the Revenue Fund shall be pledged by the Area School for the payment of the principal, premium, if any, and interest on the Certificates in accordance with and subject to the provisions of

the resolution. Any interest earnings on the Revenue Fund may be used for the payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

ARTICLE III

PAYMENTS AND SECURITY

Section 3.1. Upon issuance of the Certificates, the Area School shall provide the Employer with a schedule showing the payments of the principal and interest on the Certificates, provided that the failure to provide such schedule to the Employer shall in no way diminish the liability of the Employer for the payments provided herein to be made by the Employer. In the event that the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project are insufficient for the payment of each payment of principal and interest on the Certificates on the date when due, the Employer shall make, or cause to be made, payments to the Area School in the amount of any such deficiency not later than the date when such principal and interest are due on the Certificates. In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest on the Certificates as and when due. The Employer shall not be entitled to any reimbursement for any payments made by it for purposes of paying principal and interest on the Certificates and shall not under any circumstances be entitled to any right of set-off with respect to payments due hereunder.

Section 3.2. The Employer shall make, or cause to be made, all payments required hereunder directly to the Area School at its principal office for application to the payment of the corresponding installments of principal, premium, if any, and interest on the Certificates.

Section 3.3. The obligations of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the payments required hereunder and compliance by the Employer with all the terms, provisions and conditions hereof, the Employer agrees that the new jobs credit from withholding and the incremental property taxes shall be pledged for payment of the principal, premium, if any, and interest on the Certificates as provided by the resolution. The Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa, including specifically the property described on Exhibit "B" attached hereto, until paid and

have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

Section 4.1. Each of the following shall constitute an "event of default" hereunder:

- (a) The Employer shall fail to make any payment required to be made by the Employer on or prior to the date on which such payment is due and payable and such failure continues for a period of five (5) business days thereafter.
- (b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30) days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing; provided, that if the failure is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.
- (c) The Employer shall (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.
- (d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or in connection with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.
- (e) The Employer shall cease operations at the Project Site.

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and payable, and upon the happening of any other event of default the Area School may declare all obligations of the Employer hereunder to be immediately due and payable by written notice to the Employer, and upon the giving of such notice such obligations shall be and become immediately due and payable without any further action by the Area School.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due under this Agreement, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE V

MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

If to the Area School: Robert Denson, President
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, Iowa 50023

If to the Employer: Herbert Allen Myers
 Aq Leader Technology
 2202 S. Riverside Drive
 Ames, IA 50010

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors of the Area School other than in his official capacity. Neither the members of the Board of Directors of the Area School nor any official of the Area School executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement, the Resolution or the Certificates.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may be necessary to enforce or secure payment of the principal, premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken hereunder, or any other application hereof, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application hereof affect any legal and valid application hereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. The Area School agrees to use its best efforts to sell and issue the Certificates and the Employer agrees that it will cooperate with the Area School to provide any necessary financial information in connection with the sale of the Certificates. It is understood and agreed that if the Certificates are not marketed and, in the sole discretion of the Area School, are not marketable within a reasonable time, this Agreement and the Project shall be terminated. In such event, the Employer shall continue to be liable for Project Costs previously incurred as provided in Section 2.9 hereof.

Section 5.8. The Employer agrees to keep its business property where the Project will be located continuously insured, in an amount at least equal to the total amount of the Certificates outstanding, against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore its business property to its former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.

Section 5.9. Employer agrees to indemnify and hold harmless the Area School from and against any and all claims, demands, liabilities, losses, costs and expenses asserted against the Area School by any third party or any employee, agent or subcontractor of the Employer, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of any act of omission or commission, negligence, misconduct or other fault of Employer or Employer's employees, agents or subcontractors, associated directly or indirectly with this Agreement. This provision shall survive termination of this Agreement.

Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project. Except for the Preliminary Agreement, the entire agreement of the parties is contained in this document and any certificates of the parties given in connection herewith. Oral or written statements which are not contained herein or in such certificates are hereby rendered null, void and of no effect.

ARTICLE VI

SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING

☒ Check here if this Article is to be a part of this Agreement; if the box is not checked, this Article shall be disregarded.

Section 6.1. The Employer and the Area School agree to a supplemental new jobs credit from withholding (the "Supplemental New Jobs Credit from Withholding") in accordance with Section 15A.7 of the Code of Iowa, as amended. The Supplemental New Jobs Credit from Withholding shall be used to fund the additional project described on Exhibit "A" attached hereto (the "Additional Project"). Exhibit A also sets forth the jobs to which the Supplemental New Jobs Credit from Withholding shall apply. The Supplemental New Jobs Credit from Withholding shall be in an amount equal to one and one-half percent of the gross wages paid for such jobs by the

Employer pursuant to Section 422.16 of the Code of Iowa, as amended, and such amount is authorized to fund the Program Services described on Exhibit "A" attached hereto for the Additional Project.

Section 6.2. The Supplemental New Jobs Credit from Withholding shall be collected, accounted for, and may be pledged by the Area School in the same manner as described in Section 260E.5 of the Code of Iowa, as amended.

Section 6.3. The Additional Project to be funded from the Supplemental New Jobs Credit from Withholding shall be administered in the same manner as a project under the Act.

Section 6.4. The Employer agrees to pay wages for the jobs for which the Supplemental New Jobs Credit from Withholding is taken of at least the average county wage or average regional wage, whichever is lower, as compiled annually by the Iowa Economic Development Authority for the community economic betterment program. The average regional wage shall be based on the service delivery areas set forth in Section 84B.2 of the Code of Iowa, as amended. Eligibility for the Supplemental New Jobs Credit from Withholding shall be based solely on a one-time determination of starting wages by the Area School.

Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates, and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

Section 6.6. All other provisions of this Agreement, including specifically the provisions of Article III hereof with respect to payments by the Employer and security for the Employer's obligations, shall apply to the Additional Program, the Supplemental New Jobs Credit from Withholding, and the certificates to be issued to provide the funding for the Additional Program.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names by their duly authorized officers, all as of the date hereinabove written.

[END OF TEXT]

↓ EMPLOYER ↓

Ag Leader Technology

[Printed Name of Employer]
[Federal ID #] 42-1449254

By: Robert A. Hejlik
[Printed Name]
[Printed Title] HR Manager
Email address hejlik@agleader.com
Date: 6/17/2014

ATTEST:
By: PAMELA S PARSONS
[Printed Name]
[Printed Title]

State of Iowa
County of STORY :ss

On this date: 06/17/14
before me, a Notary Public in and for the above specified County and State, personally appeared [Name] Robert Hejlik
to me personally known, who, being by me duly sworn upon oath, did say that he or she is the [Title]
of the above named Employer, a corporation organized in the State of Iowa ;
that the foregoing instrument was signed on behalf of said Employer by authority of its Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:
[Date] 06/17/14 Pamela S. Parsons
[SEAL] **Notarial Seal**
State of Iowa
Commission #705415
Notary Public in and for said County and State
[Printed Name] Pamela S. Parsons
Commission Expires [Date] 07/26/2015

↓ DMACC ↓

DES MOINES AREA COMMUNITY COLLEGE

By: Joe Ruge
[Printed Name]
[Printed Title] Board President
Date: 6-5-14

ATTEST:
By: _____
[Printed Name]
[Printed Title]

State of Iowa
County of Polk :ss

On this date: 6-8-14
before me, a Notary Public in and for the above specified County and State, personally appeared [Name] Joe Ruge
to me personally known, who, being by me duly sworn upon oath, did say that he or she is the [Title] Board President
of Des Moines Area Community College, Ankeny Iowa; that the foregoing instrument was signed on behalf of Des Moines Area Community College by authority of the Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:
[Date] 6-8-14 Carolyn Farlow
[SEAL] **NOTARIAL SEAL**
CAROLYN FARLOW
Commission Number 189852
My Commission Expires
April 23, 2015
Notary Public in and for said County and State
[Printed Name] Carolyn Farlow
Commission Expires [Date] 4/23/15

EXHIBIT "B"

LEGAL DESCRIPTION OF PROJECT SITE

Southern Hills Industrial Park 2nd: Lots 2, 3, 4, and 5

DESCRIPTION OF PERSONAL PROPERTY

This project is funded solely from the diversion of Iowa withholding on the wages paid to new positions.

EXHIBIT "A"

**TRAINING PLAN
AND
BUDGET
FOR
Ag Leader Technology
PROJECT #3**

June 2014

Prepared By:
Jeff Janes
Business Consultant
DMACC Business Resources
Des Moines Area Community College

INTRODUCTION
Ag Leader Technology
PROJECT # 3

COMPANY BACKGROUND

Ag Leader Technology, Inc. is a global leader in precision agricultural systems and is committed to meeting the present and future needs of the precision agriculture industry by providing high quality products and first class support. Ag Leader Technology has products which support a wide array of precision farming practices including grain and cotton yield monitoring, application rate monitoring and controlling, site-verification, global positioning, guidance and assisted steering. Ag Leader has led the precision agriculture industry in innovation and quality by providing the best precision farming electronics.

LOCATION OF PROJECT

2202 South Riverside Drive, Ames, IA 50010

BASE HEAD COUNT

291

NUMBER OF NEW POSITIONS

34

PREVIOUS PROJECTS

Project #1 in 2008
Project #2 in 2012

SUPPLEMENTAL INFORMATION

32 of the 34 new positions will be paid greater than the \$18.34 fiscal 2014 Ames Laborshed Wage.

PRELIMINARY DATE

February 12, 2013

PROJECT END DATE

June 2018 (estimated)

LIST OF POSITIONS
Ag Leader
PROJECT #3

TITLE	NUMBER OF POSITIONS	HOURLY WAGE
*Director of Sales and Marketing	1	84.14
*Hydraulics Integration Engineer	1	55.00
*Mechanical Engineer	1	47.50
*IT Supervisor	1	46.50
*Software Engineer	1	45.68
*Controls Engineer	1	44.38
*Software Engineer	1	44.00
*Software Engineer	1	43.31
*Software Engineer	1	42.56
*Product Sales Specialist	1	39.68
*Software Engineer	1	36.25
*Manufacturing Software Engineer	1	36.06
*Software Developer	1	34.88
*Mechanical Engineer	1	32.81
*Software Engineer	1	32.50
*Software Engineer	3	31.25
*Mechanical Engineer	1	30.31
*Accounts Receivable Specialist	1	21.64
*Technical Support Representative	1	20.39
*Software Support Specialist	1	20.31
*Technical Support Representative	1	20.20
*Training Systems Specialist	1	19.95
*Technical Support Representative	1	19.71
*Technical Support Representative	4	19.24
*Software Support Specialist	1	19.24
*Technical Support Representative	2	18.75
Technical Support Representative	1	18.28
Electronics Assembler	1	12.25

* Denotes jobs that receive the supplemental 1.5 %

List of Benefits:

- Medical Insurance
- Dental Insurance
- Vision Plan
- Life Insurance
- Paid holidays
- Vacation time
- Sick time
- 401(k)
- Flex Plan

NEW POSITIONS: 34

TRAINING PLAN

TRAINING FUND:	342,340.00
DMACC FEE IV:	
AVAILABLE TRAINING:	342,340.00

COMPANY: Ag Leader Technology

PROJECT #3

BUDGET CATEGORY

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
Safety Training To ensure a safe work environment, the Ag Leader needs to improve its safety program and provide training to new employees.	Expected outcomes: - keep workplace accidents at a minimum. - an environment that values safety and works to promote the welfare of the employees.	DMACC and/or outside vendors to help the company identify safety improvements and provide training. Training may be provided through classes, seminars, or consulting. May include occupational safety and health training for managers and new employees. May also include Ag Leader's Emergency Action plan, Safety Manual review, and/or forklift training.	\$50,000.00	50,000.00			
New Employee Training Ag Leader Technology is going through tremendous growth and needs to have new employees ready to contribute to the business as quickly as possible. The faster they climb the learning curve, the faster they can help the company meet the demands of growth.	Expected outcomes: - employees with a solid understanding of the business - increased product knowledge among new employees. - knowledge of the company's culture. - understanding of the company's benefits and human resource policies and procedure.	Ag Leader new employees to receive training in a variety of areas. Topics may include an overall orientation to the company, introduction to GPS, introduction to Ag Leader Products, SMS training, Intro to PF Series monitors, Introduction to Insight, Liquid Control Basics, Direct Command Liquid, Planter Basics, Seed Command, Granular Controls Basics, and/or Direct Command Granular. May also include Benefits Orientation and training, Discrimination and Harassment Policy Training, and/or Technical Support training. Materials may also be included.	\$50,000.00	50,000.00			
TOTAL			\$100,000.00	100,000.00	0.00	0.00	0.00

TRAINING PLAN

PAGE 2

COMPANY: Ag Leader Technology

PROJECT # 3

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
Professional Skill Development Ag Leader Technology workers need to have a variety of skills in order for them to perform their jobs effectively within a team environment. These skills are needed for supervisors and managers all the way through to front-line employees.	The company expects: - communication skills among its employees to be at a high level - employees to have the proper skills to help the organization grow. - the ability for employees to manage time and projects efficiently. - Improved welding skills training.	BALANCE BROUGHT FORWARD Training may be provided in the way of classes, seminars, consulting, and/or conferences and may cover a variety of topics. Topics may include time management, project management, industry specific training, welding training, and/or product knowledge. Materials such as videos, software, hardware, and books may be included.	\$100,000.00 \$157,340.00	100,000.00 100,000.00	0.00	0.00	0.00
Computer Skills Training Computer hardware and software skills are needed to help employees do their jobs more efficiently and effectively. Well-trained employees in this area will be better able to provide good customer service, and this will help the business grow.	Expected outcomes: - ability to maintain computer hardware. - employees with the ability to use software to do their jobs more effectively.	Training may be provided through classes, seminars, or conferences. May include Microsoft products training such as Excel, Word, Powerpoint, and training that may help obtain certifications. Costs may include registration, travel, lodging, and/or materials.	\$10,000.00	10,000.00			
Continuous Improvement Training Ag Leader is in a very competitive industry, and it's important that they make their processes and procedures efficient as possible. This will allow them to be more profitable and may help foster further growth.	Expected outcomes: - identify areas where processes can be streamlined. - create processes to increase profitability. - eliminate waste. - improve quality.	Lean Operations, Workplace Lean, and other continuous improvement methods to improve processes, eliminate waste, and improve quality. Lean 101, Workplace Lean, and/or ISO training may be included. Materials and other related expenses may also be included.	\$50,000.00	50,000.00			
			\$317,340.00	260,000.00	0.00	7,340.00	50,000.00

TRAINING PLAN

PAGE 3

COMPANY: Ag Leader Technology

PROJECT #3

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
Management/Supervisory Training Ag Leader knows and understands that managers and supervisors need to have special abilities and skills to effectively lead the company. They need to be able to coach and counsel employees towards actions that will help the company achieve its goals.	Expected outcomes: - managers skilled in diversity issues. - leaders who have good interpersonal skills. - managers who communicate well. - ability for managers to foster a team environment. - managers who will help lead and set the direction of the company.	Balance Brought Forward	\$317,340.00	260,000.00	0.00	7,340.00	60,000.00
		DMACC and/or outside vendors to provide training. Training may be delivered in the way of classes, seminars, and/or conferences. May include project management training, team building, conflict resolution. Materials to support this training may also be included, such as books, videotapes, and software.	\$25,000.00		25,000.00		
		TOTAL	\$342,340.00	260,000.00	25,000.00	7,340.00	60,000.00

**TRAINING BUDGET
FOR
Ag Leader Technology
PROJECT #3**

The training fund is generated by a credit to new jobs withholding taxes under the provision of HF 623, Iowa Code 260E, and through the supplemental New jobs Credit from Withholding (section 15.S.7 of the Iowa Code, as amended).

The training plan details the specific allocation of the training funds in this budget.

I.	JOB SKILL TRAINING	\$260,000
II.	SUPERVISORY SKILLS	\$25,000
III.	TRAINING MATERIALS	\$7,340
IV.	DMACC FEE	\$
V.	ON THE JOB TRAINING	\$50,000
TOTAL TRAINING BUDGET		\$342,340

The training began February 13, 2013 and will continue to June 2018 (estimated).

Upon receipt of proper documentation, reimbursement to Ag Leader Technology for training expenses will be made if the requests meet the guidelines of Iowa Code 260E, DMACC and this training plan.

This plan and budget may be revised to meet the changing training needs of Ag Leader Technology with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.

Perry, Iowa
September 8, 2014

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of September, 2014, at 4:00 p.m., at the Perry VanKirk Career Academy, 1011 2nd Avenue in Perry, Iowa. The meeting was called to order and there were present the following named Board Members:

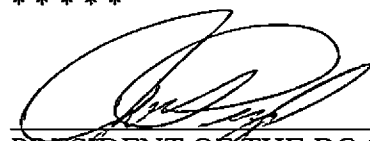
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Retraining Agreement between the College and Creative Werks, Inc. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Retraining Agreement between the College and Creative Werks, Inc." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto,
duly adopted and signed his approval thereto.

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND CREATIVE WERKS, INC.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260F of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide a "Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to provide retraining of existing workers for a business within the State of Iowa (the "State") in order to improve the economic welfare of the residents of the State, and is authorized under the Act to pay the costs of such a program from funds allocated for such purpose by the Iowa Department of Economic Development under Section 260F.6 of the Act; and

WHEREAS, the College has undertaken negotiations with respect to a Jobs Training Program with Creative Werks, Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has received an allocation (the "Fund Advance") under Section 260F.6 of the Act in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

WHEREAS, a Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a Jobs Training Program for the Company;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:**

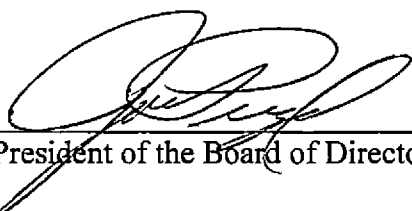
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Retraining Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Retraining Agreement shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That the form of resolution required by the Iowa Economic Development Authority (the "Authority") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Authority.

Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of September, 2014.



President of the Board of Directors

ATTEST:

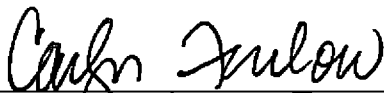


Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF DALLAS)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on September 8, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of September, 2014.



SECRETARY OF THE BOARD OF
DIRECTORS

IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of September 8, 2014 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Creative Werks, Inc. Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

- A. Pursuant to Chapter 260F of the Code of Iowa (the "Act"), the Community College enters into this Contract with the Employer for purposes of establishing a training program to educate and train certain persons employed by the Employer.
- B. The Community College and the Employer each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Employer.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Employer. The Employer represents and covenants that:

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Employer to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Employer and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Employer.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.
- (E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The employer is an equal opportunity employer which complies with all local, state, and federal affirmative action requirements.

ARTICLE II

PROJECT; PROGRAM SERVICES; FEES

Section 2.1. The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa Economic Development Authority, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of employees to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded and released to the Project by the Economic Development Authority. It is understood and agreed that the Employer and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Employer therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The Employer agrees to complete Performance Report, Form 260F-5, at the completion of training to evaluate the initial impact of training on the Business' operations. The Employer also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Employer that should project funds not be available or received from the Economic Development Authority within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Employer shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

ARTICLE III PAYMENT AND SECURITY

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Economic Development Authority (IEDA). Funds awarded by IEDA shall be known as the Project Award. Interest earned on the fund shall be refunded to the State if not used by the Community College in accordance with Iowa Administrative Code Chapter 261.

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$25,000, is issued by IEDA as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Economic Development Authority shall determine whether an event of default has occurred.

ARTICLE IV CONTRACT MODIFICATION

Section 4.1. An Employer shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Employer, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program. A signed copy of the modification must be sent to IEDA.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved by the Economic Development Authority, the Community College, and the Employer.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

Section 5.1. The employer shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The employer shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The employer shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

ARTICLE VI EVENTS OF DEFAULT

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Employer directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the community college or IEDA.
- (G) The Employer acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Employer takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Employer shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Employer shall immediately pay to the Economic Development Authority the amount of penalty determined by the IEDA. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Employer shall immediately pay to the Economic Development Authority the amount expended by the Employer and the Community College from the Project Award. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Employer under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Employer to the Economic Development Authority are a lien upon the Employer's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Economic Development Authority for appropriate collection action.

ARTICLE VII MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College: Des Moines Area Community College

2006 South Ankeny Boulevard

Ankeny, IA 50023

Employer: Creative Werks

1434 E Fleming Avenue

Des Moines, IA 50313

The Employer and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be

liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Employer and their respective permitted successors and assigns. This Contract may not be assigned by the Employer without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College

Authorized Signature

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

9/8/14

Date

Creative Werks

Business

Authorized Signature

Cris Folkstad, Vice President

Type Name and Title

crisf@creativewerksinc.com

Email Address

1434 E. Fleming Ave

Des Moines, IA 50313

Address

07-14-14

Date

260F-4 (03/00)

Approved as to Form 08/26/96 by DMACC General Counsel

**IOWA JOBS
TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Creative Werks, Inc.
Project #4**

April 25, 2014

Training Plan and Budget For 260F Project

The following Training Plan reflects the expected training activities for Creative Werks, Inc. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses.

This training plan has been designed by Creative Werks, Inc staff with assistance from a DMACC Business Consultant. The Training Plan and Budget are as follows.

	Cost	260F Cost
I. Job Skill Training	\$32,250	\$20,163

The following training activities are intended to assist employees of Creative Werks to improve their knowledge, practice of safety, computer software knowledge and skills, job related technical skills and ISO certification training. DMACC and/or an outside vendor may provide classes, workshops, seminars, training or consulting which may include the following subject matter areas:

CNC Software Training:

This training will involve advanced training on MasterCam software enabling Creative Werks employees to stay at the forefront of prototype development.

CNC Hardware Training:

Employees will receive training on how to use and maintain Creative Werks' HAAS CNC machines.

Computer Training:

May include training on Microsoft Office products such as Word, Excel, Outlook, etc. and accounting software such as Quickbooks.

OSHA Safety Course:

Employees will receive OSHA safety training in order to promote a safe work environment.

ITAR Training:

This training will help employees of Creative Werks to understand the rules and regulations for the manufacture and sale of firearms weapons.

Forklift Training:

Training will include basic forklift safety.

Microchip Training:

This training will teach employees of Creative Werks how to manufacture microchips on site rather than for Creative Werks to continue to outsource to companies in China or Taiwan for the manufacture of microchips needed for Creative Werks products.

PCB Hardware Seminar:

This training will teach employees of Creative Werks how to manufacture PCB hardware on site rather than for Creative Werks to continue to outsource to companies in China or Taiwan for the manufacture of PCB hardware needed for Creative Werks products.

ISO pre-certification training:

Creative Werks is seeking ISO 9000/2000 certification. This training will enable employees to understand what is necessary to become ISO certified.

II.	Materials and Supplies	\$500	\$0
	Books, DVD's, and other supplies may be purchased to support the training and educational development of Creative Werks employees.		
III.	Administrative Costs	\$4,837	\$4,837
	DMACC will help the company monitor the activity for the duration of the		

contract to assure that the training objectives are met.

Total	\$37,587	\$25,000
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The training began 4/25/14__ with completion anticipated by 4/25/16 __. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

The company will train at least _11__unduplicated employees and will show, at the completion of the contract, \$ _12,587__ in cash match. This match will be linked to the training as outlined in this plan.

PROJECT COSTS AND AWARD AMOUNT

For a program award of less than \$5,000, the business will provide in-kind matching funds. In-kind matching funds include employee wages paid by the business during the training period, the value of business-provided facilities and equipment used for training, or the value of any other resources provided by the business to facilitate the training program. For a program award of \$5,000 or more, the business will provide a cash match of at least 25 percent of the total project cost, including training and administration costs. Is the business's match above the minimum program match?

☒ Yes ☐ No

Total Training Cost	\$32,750
Administration Cost	\$4,837
Total Project Cost (training cost + administration cost)	\$37,587
Amount of Company Cash Match	\$12,587
EDA Award Amount (Maximum award is \$25,000)	\$25,000

Perry, Iowa
September 8, 2014

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of September, 2014, at 4:00 p.m., at the Perry VanKirk Career Academy, 1011 2nd Avenue in Perry, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Retraining Agreement between the College and Pella Professional Machine Shop, Inc. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Retraining Agreement between the College and Pella Professional Machine Shop, Inc." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND PELLA PROFESSIONAL MACHINE SHOP, INC.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260F of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide a "Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to provide retraining of existing workers for a business within the State of Iowa (the "State") in order to improve the economic welfare of the residents of the State, and is authorized under the Act to pay the costs of such a program from funds allocated for such purpose by the Iowa Department of Economic Development under Section 260F.6 of the Act; and

WHEREAS, the College has undertaken negotiations with respect to a Jobs Training Program with Pella Professional Machine Shop, Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has received an allocation (the "Fund Advance") under Section 260F.6 of the Act in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

WHEREAS, a Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a Jobs Training Program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Retraining Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Retraining Agreement shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That the form of resolution required by the Iowa Economic Development Authority (the "Authority") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Authority.

Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of September, 2014.



President of the Board of Directors

ATTEST:

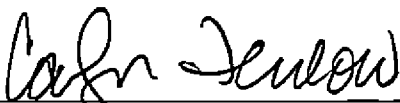


Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF DALLAS)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on September 8, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of September, 2014.



SECRETARY OF THE BOARD OF
DIRECTORS

IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of September 8, 2014 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Pella Professional Machine Shop, Inc. Pella, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

- A. Pursuant to Chapter 260F of the Code of Iowa (the "Act"), the Community College enters into this Contract with the Employer for purposes of establishing a training program to educate and train certain persons employed by the Employer.
- B. The Community College and the Employer each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Employer.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Employer. The Employer represents and covenants that:

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Employer to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Employer and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Employer.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.
- (E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The employer is an equal opportunity employer which complies with all local, state, and federal affirmative action requirements.

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

Section 2.1. The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa Economic Development Authority, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of employees to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded and released to the Project by the Economic Development Authority. It is understood and agreed that the Employer and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Employer therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The Employer agrees to complete Performance Report, Form 260F-5, at the completion of training to evaluate the initial impact of training on the Business' operations. The Employer also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Employer that should project funds not be available or received from the Economic Development Authority within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Employer shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

ARTICLE III PAYMENT AND SECURITY

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Economic Development Authority (IEDA). Funds awarded by IEDA shall be known as the Project Award. Interest earned on the fund shall be refunded to the State if not used by the Community College in accordance with Iowa Administrative Code Chapter 261.

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of 25,000, is issued by IEDA as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Economic Development Authority shall determine whether an event of default has occurred.

ARTICLE IV CONTRACT MODIFICATION

Section 4.1. An Employer shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Employer, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program. A signed copy of the modification must be sent to IEDA.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved by the Economic Development Authority, the Community College, and the Employer.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

Section 5.1. The employer shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The employer shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The employer shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

ARTICLE VI EVENTS OF DEFAULT

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Employer directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the community college or IEDA.
- (G) The Employer acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Employer takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Employer shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Employer shall immediately pay to the Economic Development Authority the amount of penalty determined by the IEDA. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Employer shall immediately pay to the Economic Development Authority the amount expended by the Employer and the Community College from the Project Award. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Employer under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Employer to the Economic Development Authority are a lien upon the Employer's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Economic Development Authority for appropriate collection action.

ARTICLE VII MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College:	<u>Des Moines Area Community College</u>
	<u>2006 South Ankeny Boulevard</u>
	<u>Ankeny, IA 50023</u>
Employer:	<u>Pella Professional Machine, Inc.</u>
	<u>1419 Washington St.</u>
	<u>Pella, IA 50219</u>

The Employer and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be

liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Employer and their respective permitted successors and assigns. This Contract may not be assigned by the Employer without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College

Authorized Signature

Joe Pregel
Joe Pregel, Board President

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

9/18/14

Date

Pella Professional Machine

Business

Authorized Signature

Mike Lanphier, VP

Type Name and Title

mike@pellamachine.com

Email Address

1419 Washington St.

Pella, IA 50219

Address

8-1-14

Date

260F-4 (03/00)

Approved as to Form 08/26/96 by DMACC General Counsel

**IOWA JOBS
TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Pella Professional Machine Shop, Inc.
Project #1**

May 5, 2014

L. Do the business's current products help diversify Iowa's economy?

Yes

If yes, please explain:

Pella Machine's products are non-agricultural based and the jobs are not dependent on commodity prices.

M. Does the business's have a plan for future potential growth and for product diversification?

Yes

If yes, please explain:

When achieving ISO certification it will enable Pella Professional Machine to increase their product offerings and reach new customers.

SECTION 5. EMPLOYEE INFORMATION

A. How many permanent employees does the business currently employ? 8

Number of full-time employees: 7 Number of part-time employees: 1

B. What is the average hourly wage for all full-time employees? \$15.01

C. What is the current Fiscal Year: County Wage: \$19.09 Regional Wage: \$17.36

D. Does the business provide health insurance for employees? Yes

E. Please indicate other benefits provided by the business:

Dental Insurance: Yes

Vision Insurance: Yes

Life Insurance: Yes

Short Term and/or Long Term Disability coverage: Yes

401(k) Plan and/or Pension Plan: No

Other Benefits: Yes

End of year profit bonus & monthly quality bonus Food perks Family fun activities

SECTION 6. TRAINING PLAN

I. Training Start Date: 5/5/2014

II. Training End Date: 5/5/2016

III. TOTAL UNDUPLICATED number of employees to be trained: 8

TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, equipment, materials, supplies, facility cost, transportation, meals, etc.

Attach a detailed description for each training activity.

Training Activity	Training Cost	Description
ISO9001 Certificataion	\$18,000.00	Allows the business to obtain new business and retain employees due to the high standards that ISO certification requires. Those trained will increase their awareness to recognizing and producing quality products.

Title	Wage	# To be Trained
VP	\$26.49	1
Shop Foreman	\$19.50	1
<u>Refresh</u>		

Innovation	\$5,000.00	Equips the business to be able to enter new markets through new product development and market delivery. Employees trained in this area will be able to drive new product development for the company; creating additional sales.
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Title	Wage	# To be Trained
VP	\$26.49	1

Shop Foreman \$19.50 1
 Operator \$15.01 1
Refresh

Measuring Tools \$2,000.00

Trains workers to able to identify and properly use a variety of machine tools in order to their job. Trainees will gain a better understanding of the tools used in the workplace.

Title	Wage	# To be Trained
Operator	\$15.01	6
Shop Foreman	\$19.50	1
VP	\$26.49	1
<u>Refresh</u>		

Safety \$2,650.00

Safety training on machines and proper lock out/tag out procedures. Trainees will receive instruction that will keep them and their workplace safe from accidents.

Title	Wage	# To be Trained
Operator	\$15.01	6
Shop Foreman	\$19.50	1
VP	\$26.49	1
<u>Refresh</u>		

Computer Training \$2,000.00

Web based and website development and maintainence. Trainees will be able to update website to make it more attractive to prospective clients, thus increasing sales.

Title	Wage	# To be Trained
VP	\$26.49	1
<u>Refresh</u>		

Total Training
 Cost: \$29,650.00

Refresh

PROJECT COSTS AND AWARD AMOUNT

For a program award of less than \$5,000, the business will provide in-kind matching funds. In-kind matching funds include employee wages paid by the business during the training period, the value of business-provided facilities and equipment used for training, or the value of any other resources provided by the business to facilitate the training program. For a program award of \$5,000 or more, the business will provide a cash match of at least 25 percent of the total project cost, including training and administration costs. Is the business's match above the minimum program match?

Yes

Total Training Cost	\$ 29,650.00
Admin % Rate	15 %
Administration Cost	\$ 4,448.00
Total Project Cost (training cost + administration cost)	\$ 34,098.00
Cash Match % Rate	26.681 %
Amount of Business Cash Match	\$ 9,098.00

#6

Perry, Iowa
September 8, 2014

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of September, 2014, at 4:00 p.m., at the Perry VanKirk Career Academy, 1011 2nd Avenue in Perry, Iowa. The meeting was called to order and there were present the following named Board Members:


<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Retraining Agreement between the College and TPI Iowa, LLC. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Retraining Agreement between the College and TPI Iowa, LLC." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND TPI IOWA, LLC.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260F of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide a "Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to provide retraining of existing workers for a business within the State of Iowa (the "State") in order to improve the economic welfare of the residents of the State, and is authorized under the Act to pay the costs of such a program from funds allocated for such purpose by the Iowa Department of Economic Development under Section 260F.6 of the Act; and

WHEREAS, the College has undertaken negotiations with respect to a Jobs Training Program with TPI Iowa, LLC (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has received an allocation (the "Fund Advance") under Section 260F.6 of the Act in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

WHEREAS, a Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a Jobs Training Program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

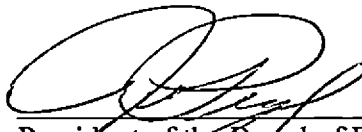
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Retraining Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Retraining Agreement shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That the form of resolution required by the Iowa Economic Development Authority (the "Authority") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Authority.

Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

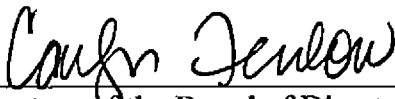
Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of September, 2014.



President of the Board of Directors

ATTEST:




Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF DALLAS)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on September 8, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of September, 2014.



SECRETARY OF THE BOARD OF
DIRECTORS

IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of September 8, 2014, between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and TPI Iowa, LLC, Newton, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

- A. Pursuant to Chapter 260F of the Code of Iowa (the "Act"), the Community College enters into this Contract with the Employer for purposes of establishing a training program to educate and train certain persons employed by the Employer.
- B. The Community College and the Employer each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Employer.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Employer. The Employer represents and covenants that:

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Employer to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Employer and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Employer.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.
- (E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The employer is an equal opportunity employer which complies with all local, state, and federal affirmative action requirements.

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

Section 2.1. The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa Economic Development Authority, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of employees to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded and released to the Project by the Economic Development Authority. It is understood and agreed that the Employer and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Employer therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The Employer agrees to complete Performance Report, Form 260F-5, at the completion of training to evaluate the initial impact of training on the Business' operations. The Employer also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Employer that should project funds not be available or received from the Economic Development Authority within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Employer shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

ARTICLE III PAYMENT AND SECURITY

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Economic Development Authority (IEDA). Funds awarded by IEDA shall be known as the Project Award. Interest earned on the fund shall be refunded to the State if not used by the Community College in accordance with Iowa Administrative Code Chapter 261.

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$25,000, is issued by IEDA as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Economic Development Authority shall determine whether an event of default has occurred.

ARTICLE IV CONTRACT MODIFICATION

Section 4.1. An Employer shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Employer, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program. A signed copy of the modification must be sent to IEDA.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved by the Economic Development Authority, the Community College, and the Employer.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

Section 5.1. The employer shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The employer shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The employer shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

ARTICLE VI EVENTS OF DEFAULT

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Employer directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the community college or IEDA.
- (G) The Employer acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Employer takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Employer shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Employer shall immediately pay to the Economic Development Authority the amount of penalty determined by the IEDA. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Employer shall immediately pay to the Economic Development Authority the amount expended by the Employer and the Community College from the Project Award. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Employer under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Employer to the Economic Development Authority are a lien upon the Employer's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Economic Development Authority for appropriate collection action.

ARTICLE VII MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College:	<u>Des Moines Area Community College</u>
	<u>2006 South Ankeny Boulevard</u>
	<u>Ankeny, IA 50023</u>
Employer:	<u>TPI Composites</u>
	<u>2300 N. 33rd Ave. E</u>
	<u>Newton, IA 50208</u>

The Employer and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be

liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Employer and their respective permitted successors and assigns. This Contract may not be assigned by the Employer without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College

Authorized Signature

Joe Pucel Board President
Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

9/8/14

Date

TPI Composites

Business

Authorized Signature

Dana McVay Controller
Type Name and Title

dmcvay@tpicomposites.com
Email Address

2300 N. 33rd Ave. East

Newton, IA 50208

Address

7/29/14

Date

260F-4 (03/00)

Approved as to Form 08/26/96 by DMACC General Counsel

**IOWA JOBS
TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**TPI Iowa, LLC
Project #3**

May 21, 2014

L. Do the business's current products help diversify Iowa's economy?

Yes

If yes, please explain:

TPI has created 900 jobs that are not dependent on agricultural commodities. These technical jobs help diversify Iowa's economy.

M. Does the business's have a plan for future potential growth and for product diversification?

Yes

If yes, please explain:

The company is studying the potential of increasing its breadth of offering by manufacturing different sized blades.

SECTION 5. EMPLOYEE INFORMATION

A. How many permanent employees does the business currently employ? 964

Number of full-time employees: 964 Number of part-time employees: 0

B. What is the average hourly wage for all full-time employees? \$16.66

C. What is the current Fiscal Year: County Wage: \$14.76 Regional Wage: \$17.36

D. Does the business provide health insurance for employees? Yes

E. Please indicate other benefits provided by the business:

Dental Insurance: Yes

Vision Insurance: Yes

Life Insurance: Yes

Short Term and/or Long Term Disability coverage: Yes

401(k) Plan and/or Pension Plan: Yes

Other Benefits: No

SECTION 6. TRAINING PLAN

I. Training Start Date: 5/21/2014

II. Training End Date: 5/21/2016

III. TOTAL UNDUPLICATED number of employees to be trained: 133

TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, equipment, materials, supplies, facility cost, transportation, meals, etc.

Attach a detailed description for each training activity.

Training Activity	Training Cost	Description
DB&A Training	\$29,650.00	DeWolff, Boberg & Associates (DB&A) is a management consulting firm specializing in helping companies of every description achieve objectives through improved performance and resource utilization. Working with every level of management, DB&A focuses on all organizational and cultural issues, with a special emphasis on developing accountability and leadership at the employee and front-line supervisory levels. Using our proprietary approach, we consistently transform organizations into high-performance, results-oriented teams and typically deliver a guaranteed gain in performance of at least 20 percent.

Title	Wage	# To be Trained
-------	------	-----------------

Eastman	\$18.40	3
Team Leader		
Final Finish	\$18.80	4
Team Leader		
HP Spar Cap	\$18.80	4
Team Leader		
LP Spar Cap	\$18.80	4
Team Leader		
Mold Maint	\$20.00	1
Team Leader		
Paint/Prep	\$18.80	4
Team Leader		
Shear Web	\$19.18	4
Team Leader		
Skin Layup 1	\$19.33	3
Team Leader		
Skin Layup 3	\$18.77	3
Team Leader		
Skin		
Layup/Close	\$19.18	4
5		
Team Leader		
SP	\$18.80	4
Team Leader		
Specialists	\$19.18	4
Team Leader		
TE UD	\$18.20	3
Team Leader		
Warehouse	\$18.73	6
Team Leader		
WLU	\$19.55	4
Refresh		

Total Training
Cost: \$29,650.00

Refresh**PROJECT COSTS AND AWARD AMOUNT**

For a program award of less than \$5,000, the business will provide in-kind matching funds. In-kind matching funds include employee wages paid by the business during the training period, the value of business-provided facilities and equipment used for training, or the value of any other resources provided by the business to facilitate the training program. For a program award of \$5,000 or more, the business will provide a cash match of at least 25 percent of the total project cost, including training and administration costs. Is the business's match above the minimum program match?

Yes

Total Training Cost	\$ 29,650.00
Admin % Rate	15 %
Administration Cost	\$ 4,448.00
Total Project Cost	\$ 34,098.00
(training cost + administration cost)	
Cash Match % Rate	26.681 %
Amount of Business Cash Match	\$ 9,098.00
EDA Award Amount	\$ 25,000.00
WTED Funded	No

In-Kind Match

Value of Wages & Benefits	\$0.00
Value of Facilities	\$0.00
Value of Equipment	\$0.00
Value of Supplies	\$0.00
Other	\$0.00

Perry, Iowa
September 8, 2014

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of September, 2014, at 4:00 p.m., at the Perry VanKirk Career Academy, 1011 2nd Avenue in Perry, Iowa. The meeting was called to order and there were present the following named Board Members:


<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Retraining Agreement between the College and Confluence Marketing Corporation d/b/a Two Rivers Marketing Resource Corporation. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Retraining Agreement between the College and Confluence Marketing Corporation d/b/a Two Rivers Marketing Resource Corporation." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND CONFLUENCE MARKETING CORPORATION D/B/A TWO RIVERS MARKETING RESOURCE CORPORATION.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260F of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide a "Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to provide retraining of existing workers for a business within the State of Iowa (the "State") in order to improve the economic welfare of the residents of the State, and is authorized under the Act to pay the costs of such a program from funds allocated for such purpose by the Iowa Department of Economic Development under Section 260F.6 of the Act; and

WHEREAS, the College has undertaken negotiations with respect to a Jobs Training Program with Confluence Marketing Corporation d/b/a Two Rivers Marketing Resource Corporation (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has received an allocation (the "Fund Advance") under Section 260F.6 of the Act in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

WHEREAS, a Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a Jobs Training Program for the Company;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:**

Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Retraining Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Retraining Agreement shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That the form of resolution required by the Iowa Economic Development Authority (the "Authority") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Authority.

Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of September, 2014.



President of the Board of Directors

ATTEST:



Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF DALLAS)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on September 8, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of September, 2014.



SECRETARY OF THE BOARD OF
DIRECTORS

IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of September 8, 2014 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Two Rivers Marketing Corp., Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

- A. Pursuant to Chapter 260F of the Code of Iowa (the "Act"), the Community College enters into this Contract with the Employer for purposes of establishing a training program to educate and train certain persons employed by the Employer.
- B. The Community College and the Employer each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Employer.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Employer. The Employer represents and covenants that:

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Employer to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Employer and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Employer.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.
- (E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The employer is an equal opportunity employer which complies with all local, state, and federal affirmative action requirements.

ARTICLE II

PROJECT; PROGRAM SERVICES; FEES

Section 2.1. The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa Economic Development Authority, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of employees to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded and released to the Project by the Economic Development Authority. It is understood and agreed that the Employer and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Employer therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The Employer agrees to complete Performance Report, Form 260F-5, at the completion of training to evaluate the initial impact of training on the Business' operations. The Employer also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Employer that should project funds not be available or received from the Economic Development Authority within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Employer shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

ARTICLE III PAYMENT AND SECURITY

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Economic Development Authority (IEDA). Funds awarded by IEDA shall be known as the Project Award. Interest earned on the fund shall be refunded to the State if not used by the Community College in accordance with Iowa Administrative Code Chapter 261.

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$25,000, is issued by IEDA as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Economic Development Authority shall determine whether an event of default has occurred.

ARTICLE IV CONTRACT MODIFICATION

Section 4.1. An Employer shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Employer, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program. A signed copy of the modification must be sent to IEDA.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved by the Economic Development Authority, the Community College, and the Employer.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

Section 5.1. The employer shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The employer shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The employer shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

ARTICLE VI EVENTS OF DEFAULT

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Employer directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the community college or IEDA.
- (G) The Employer acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Employer takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Employer shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Employer shall immediately pay to the Economic Development Authority the amount of penalty determined by the IEDA. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Employer shall immediately pay to the Economic Development Authority the amount expended by the Employer and the Community College from the Project Award. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Employer under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Employer to the Economic Development Authority are a lien upon the Employer's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Economic Development Authority for appropriate collection action.

ARTICLE VII MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College: Des Moines Area Community College

2006 South Ankeny Boulevard

Ankeny, IA 50023

Employer: Two Rivers Marketing

106 E. 6th Street

Des Moines, IA 50309

The Employer and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be

liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Employer and their respective permitted successors and assigns. This Contract may not be assigned by the Employer without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College

Authorized Signature

Joe Pugh, Board President

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

9-8-14

Date

Two Rivers Marketing

Business

Authorized Signature

Brian Jones, President

Type Name and Title

Brianj@2rm.com

Email Address

106 E. 6th Street

Des Moines, IA 50309

Address

6-30-14

Date

Approved as to Form 08/26/96 by DMACC General Counsel

~~Signature~~

**IOWA JOBS
TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Two Rivers Marketing Corp.
Project #1**

May 19, 2014

Training Plan and Budget For Two Rivers Marketing 260F Project

The following Training Plan reflects the expected training activities for Two Rivers Marketing. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses.

This training plan has been designed by Two Rivers Marketing staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	Cost	260F Cost
I. Job Skill Training	\$27,050	\$20,552

This will include Visual Story TM training from Duarte Inc. teaching Two Rivers Marketing staff the principles of story and visual thinking to persuade audience and to initiate action. The training will help employees make better presentations to clients and prospective clients for Two Rivers Marketing's marketing services. An outline of the intended training is attached.

II. Materials and Supplies	\$9,700
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Materials and supplies includes but is not limited to: training materials, training facility rental, and lunches for participants during the training.

III. Administrative Costs	\$ 4,448	\$4,448
----------------------------------	-----------------	----------------

DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.

Total	\$41,198.00	\$25,000
--------------	--------------------	-----------------

The training began __ with completion anticipated by __. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

The company will train at least 30 unduplicated employees and will show, at the completion of the contract, \$16,198 in cash match. This match will be linked to the training as outlined in this plan.

SECTION 6. TRAINING PLAN (GIVF)

I. Training start date. 5/19/14

II. Training end date. 5/19/16

Note- Training plans can be written for a maximum of two years

30

III. TOTAL UNDUPLICATED number of employees to be trained. _____

TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, Equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. **Attach a detailed description for each training activity.**

Training Activity	Training Cost	# To be Trained	In-Kind Match	
Job Skill Training	24400	30	Value of Wages & Benefits	\$26,023
Management/Supervisory			Value of Facilities	
Training Materials (\$250 per employee)	7500	30	Value of Equipment:	
Shipping Materials	500		Value of Supplies	
Trainer travel & lodging (estimated)	2650		Other:	
Facility for training (DMACC Southridge Campus)	500	30	Total In-Kind Match	\$26,023
Food for participants (\$20/day times 2 days)	1200	30		
Total Training Cost	36750			

PROJECT COSTS AND AWARD AMOUNT

For a program award of less than \$5,000, the business will provide in-kind matching funds. In-kind matching funds include employee wages paid by the business during the training period, the value of business-provided facilities and equipment used for training, or the value of any other resources provided by the business to facilitate the training program. For a program award of \$5,000 or more, the business will provide a cash match of at least 25 percent of the total project cost, including training and administration costs. Is the business's match above the minimum program match?

☒ Yes ☐ No

Total Training Cost	\$36,750
Administration Cost	\$4,448
Total Project Cost (training cost + administration cost)	\$41,198
Amount of Company Cash Match	\$16,198

Perry, Iowa
September 8, 2014

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of September, 2014, at 4:00 p.m., at the Perry VanKirk Career Academy, 1011 2nd Avenue in Perry, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and Bridgestone Americas Tire Operations, LLC. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Workforce Training and Economic Development Training Contract between the College and Bridgestone Americas Tire Operations, LLC." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto,
duly adopted and signed his approval thereto.

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa (the "State"), and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide job training paid for from the Workforce Training and Economic Development Fund (the "Fund") established under Section 260C.18A; and

WHEREAS, the College has undertaken negotiations with respect to an apprenticeship training program with Bridgestone Americas Tire Operations, LLC (the "Sponsor"), pursuant to the provisions of the Act for the purpose of establishing an apprenticeship training program (hereinafter referred to as the "Project") to provide apprenticeship training for workers in the merged area served by the College; and

WHEREAS, the College has allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

WHEREAS, the Sponsor has represented that the Project meets the criteria established by the Act and the Iowa Economic Development Authority for funding; and

WHEREAS, a Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide the Project for the Sponsor;

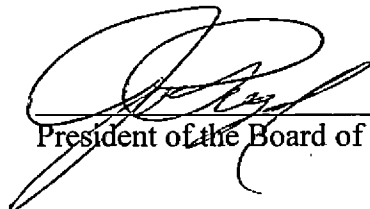
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Workforce Training and Economic Development Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Workforce Training and Economic Development Training Contract, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Workforce Training and Economic Development Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of September, 2014.



President of the Board of Directors

ATTEST:

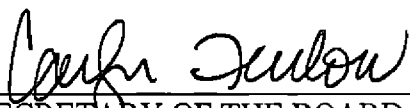


Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF DALLAS)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on September 8, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of September, 2014.



SECRETARY OF THE BOARD OF
DIRECTORS

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of September 8, 2014 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Bridgestone Americas Tire Operations, LLC, Des Moines, Iowa, (the "Business" and its location), is entered into under the following circumstances:

- A. Pursuant to Chapter 260C.18A (the "Act"), the Community College enters into this Contract with the Business for purposes of establishing a training program to educate and train certain persons with the Business.
- B. The Community College and the Business each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Business.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Business. The Business represents and covenants that:

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Business to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Business's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Business is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Business and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Business.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Business or any other person which affects, in any manner whatsoever, the right of the Business to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Business is engaged in interstate or intrastate commerce for those purposes allowable under 260C.18A 2.
- (E) The Business, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The Business is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the Business for which the Business pays state withholding tax or in those cases of start-up companies, those receiving the training are owners of the business.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The Business is an equal opportunity Business which complies with all local, state, and federal affirmative action requirements.

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

Section 2.1. The WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) Application for Assistance, as submitted by the Community College in behalf of the Business, and as approved by Community College, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of individuals to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded to the College. It is understood and agreed that the Business and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Business therefore agrees to provide the social security number of each individual who receives training under this contract.

Section 2.4. The Business agrees to complete a Performance Report at the completion of training to evaluate the initial impact of training on the Business' operations. The Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Business that should project funds not be available or received from the State of Iowa within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Business shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

**ARTICLE III
PAYMENT AND SECURITY**

Section 3.1 The Community College shall create a fund to deposit monies awarded to the Project.

Section 3.2. The Business and the Community College agree that the project award, in the amount of 25,000 (the "Project Award") is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

**ARTICLE IV
CONTRACT MODIFICATION**

Section 4.1. Business shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Business, has the authority to modify all provisions of this Contract ~~except~~ modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved in writing by the Community College, and the Business.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

**ARTICLE V
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The Business shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The Business shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The Business shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

ARTICLE VI EVENTS OF DEFAULT

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Business fails to complete the training project within the agreed period of time as specified in this Contract. In such case, the Business shall be required to repay 20 percent of total project funds expended by the community college and the business
- (B) The Business fails to train the agreed number of employees as specified in this Contract. In such case, the Business shall be required to repay a proportionate amount of total project funds expended by the community college and the Business. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both repayment provisions shall apply.
- (D) The Business fails to comply with any other requirements contained in this Contract. The Business shall be sent written notice by the Community College, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the Community College has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Business ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Business directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the Community College.
- (G) The Business acts in any manner contrary to, or fails to act in accordance with any provision of this Contract.
- (H) Business takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Business shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1 (A-C), the Business shall immediately pay to the Community College the amount of penalty determined by the Community College. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Business shall immediately pay to the Community College the amount expended by the Business and the Community College from the Project Award. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Business under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College may engage a collection agency for appropriate collection action.

ARTICLE VII MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College:	<u>Des Moines Area Community College</u>
	<u>2006 South Ankeny Boulevard</u>
	<u>Ankeny, IA 50023</u>
Business:	<u>Bridgestone Americas Tire Operations LLC</u>
	<u>4600 NW 2nd Ave.</u>
	<u>Des Moines, IA 50306</u>

The Business and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Business and their respective permitted successors and assigns. This Contract may not be assigned by the Business without the express written consent of the Community College and may not be assigned by the

Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Business have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College

Authorized Signature

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

Date

Bridgestone Americas Tire
Business

Authorized Signature

DANIEL J. SCHWARTZ
Type Name and Title

Email Address

Address

Date

**WORKFORCE TRAINING AND ECONOMIC
DEVELOPMENT TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Bridgestone Americas Tire Operations, LLC
Project #6**

May 15, 2013

SECTION 6. TRAINING PLAN

I. Training start date. 5/15/13

II. Training end date. 5/15/15

Note- Training plans can be written for a maximum of two years

40

III. TOTAL UNDUPLICATED number of employees to be trained. _____

TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, Equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. Attach a detailed description for each training activity.

Training Activity	Training Cost	# To be Trained	In-Kind Match	
Industrial Maintenance (e.g. PLC Programming, Troubleshooting, Electrical, Hydraulics)	20,000	20	Value of Wages & Benefits	
Management/Supervisory (Leadership, Coaching and Mentoring, Development)	9,150	20	Value of Facilities	
Training Materials	500		Value of Equipment:	
			Value of Supplies	
			Other:	
			Total In-Kind Match	
Total Training Cost	29,650			

PROJECT COSTS AND AWARD AMOUNT

For a program award of less than \$5,000, the business will provide in-kind matching funds. In-kind matching funds include employee wages paid by the business during the training period, the value of business-provided facilities and equipment used for training, or the value of any other resources provided by the business to facilitate the training program. For a program award of \$5,000 or more, the business will provide a cash match of at least 25 percent of the total project cost, including training and administration costs. Is the business's match above the minimum program match?

☒ Yes ☐ No

Total Training Cost	\$29,650.00
Administration Cost	\$ 4,447.50
Total Project Cost (training cost + administration cost)	\$34,097.50
Amount of Company Cash Match	\$9,098.00

Award Amount	\$25,000
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A. Explain why the business needs the training identified in the training plan.

Leadership and Maintenance Development are needed to facilitate Bridgestone into becoming more efficient in its manufacturing operations and reduce variation and waste. Computer skills, engineering, and maintenance specific training are required for the teammates to remain current in their area's of expertise. Also, leadership training will support managers with communication and engaging the workforce.

B. Describe how this training will contribute to the continued existence of the business.

The company must constantly improve their operating procedures, products manufacturing, and maintenance processes to maintain and expand its market share.

C. What skills will the employee acquire from the training and how will these skills improve the employee's marketability?

The training will help to ensure that teammates will continue to be an asset to the company by improving their productivity, skills, and work habits. The individual value of each teammate will be increased, should he/she decide to seek employment with another organization.

D. Is the average cost of training per employee comparable to the cost of training at Iowa Community Colleges or Universities? ☒ Yes ☐ No If no, please explain:

E. The application documents that all considerations, including funding required to begin the training project have been addressed. ☒ Yes ☐ No

Perry, Iowa
September 8, 2014

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of September, 2014, at 4:00 p.m., at the Perry VanKirk Career Academy, 1011 2nd Avenue in Perry, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and Two Rivers Marketing Corp. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Workforce Training and Economic Development Training Contract between the College and Two Rivers Marketing Corp." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND TWO RIVERS MARKETING CORP.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa (the "State"), and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide job training paid for from the Workforce Training and Economic Development Fund (the "Fund") established under Section 260C.18A; and

WHEREAS, the College has undertaken negotiations with respect to an apprenticeship training program with Two Rivers Marketing Corp. (the "Sponsor"), pursuant to the provisions of the Act for the purpose of establishing an apprenticeship training program (hereinafter referred to as the "Project") to provide apprenticeship training for workers in the merged area served by the College; and

WHEREAS, the College has allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$12,500; and

WHEREAS, the Sponsor has represented that the Project meets the criteria established by the Act and the Iowa Economic Development Authority for funding; and

WHEREAS, a Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide the Project for the Sponsor;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Workforce Training and Economic Development Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Workforce Training and Economic Development Training Contract, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Workforce Training and Economic Development Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of September, 2014.



President of the Board of Directors

ATTEST:




Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF DALLAS)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on September 8, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of September, 2014.



SECRETARY OF THE BOARD OF
DIRECTORS

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of September 8, 2014 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Two Rivers Marketing Corp., Des Moines, Iowa, (the "Business" and its location), is entered into under the following circumstances:

- A. Pursuant to Chapter 260C.18A (the "Act"), the Community College enters into this Contract with the Business for purposes of establishing a training program to educate and train certain persons with the the Business.
- B. The Community College and the Business each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Business.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Business. The Business represents and covenants that:

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Business to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Business's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Business is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Business and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Business.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Business or any other person which affects, in any manner whatsoever, the right of the Business to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Business is engaged in interstate or intrastate commerce for those purposes allowable under 260C.18A 2.
- (E) The Business, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The Business is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the Business for which the Business pays state withholding tax or in those cases of start-up companies, those receiving the training are owners of the business.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The Business is an equal opportunity Business which complies with all local, state, and federal affirmative action requirements.

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

Section 2.1. The WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) Application for Assistance, as submitted by the Community College in behalf of the Business, and as approved by Community College, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of individuals to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded to the College. It is understood and agreed that the Business and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Business therefore agrees to provide the social security number of each individual who receives training under this contract.

Section 2.4. The Business agrees to complete a Performance Report at the completion of training to evaluate the initial impact of training on the Business' operations. The Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Business that should project funds not be available or received from the State of Iowa within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Business shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

**ARTICLE III
PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project.

Section 3.2. The Business and the Community College agree that the project award, in the amount of \$12,500, (the "Project Award") is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

**ARTICLE IV
CONTRACT MODIFICATION**

Section 4.1. Business shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Business, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved in writing by the Community College, and the Business.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

**ARTICLE V
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The Business shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The Business shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The Business shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

**ARTICLE VI
EVENTS OF DEFAULT**

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Business fails to complete the training project within the agreed period of time as specified in this Contract. In such case, the Business shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Business fails to train the agreed number of employees as specified in this Contract. In such case, the Business shall be required to repay a proportionate amount of total project funds expended by the community college and the Business. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both repayment provisions shall apply.
- (D) The Business fails to comply with any other requirements contained in this Contract. The Business shall be sent written notice by the Community College, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the Community College has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Business ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Business directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the Community College.
- (G) The Business acts in any manner contrary to, or fails to act in accordance with any provision of this Contract.
- (H) Business takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Business shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Business shall immediately pay to the Community College the amount of penalty determined by the Community College. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Business shall immediately pay to the Community College the amount expended by the Business and the Community College from the Project Award. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Business under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as

may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College may engage a collection agency for appropriate collection action.

ARTICLE VII MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College:	<u>Des Moines Area Community College</u>
	<u>2006 South Ankeny Boulevard</u>
	<u>Ankeny, IA 50023</u>
Business:	<u>Two Rivers Marketing</u>
	<u>106 E. 6th Street</u>
	<u>Des Moines, IA 50309</u>

The Business and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Business and their respective permitted successors and assigns. This Contract may not be assigned by the Business without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to

be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Business have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College



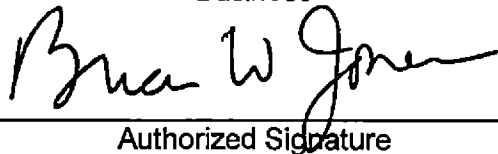
Authorized Signature

Joe Pugh, Board President

Type Name and Title

Two Rivers Marketing

Business



Authorized Signature

Brian Jones, President

Type Name and Title

brianj@2rm.com

Email Address

2006 South Ankeny Blvd.

106 E. 6th Street

Ankeny, IA 50023

Address

9-8-14

Date

Des Moines, IA 50309

Address

7/14/14

Date

**WORKFORCE TRAINING AND ECONOMIC
DEVELOPMENT TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Two Rivers Marketing Corp.
Project #2**

August 26, 2014

Training Plan and Budget For WTED Project

The following Training Plan reflects the expected training activities for Two Rivers Marketing. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses.

This training plan has been designed by Two Rivers Marketing staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	Cost	WTED Cost
I. Job Skill Training	\$15960	\$10,106

Communications Skills

Participants will learn various communications and sales skills including but not limited to:

- How body language and presentation influence effective communication
- Use of visual aids
- Projecting confidence when speaking
- Handling questions
- Recognizing various communication styles and how to adapt
- Active listening
- Customizing the message
- How to prepare for a sales meeting
- Promoting Effective Dialogue

IV. Administrative Costs	\$ 2,394	\$2,394
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DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.

Total	\$18,354.00	\$12,500
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The training began 8/26/2014 with completion anticipated by 8/27/2015. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

The company will train at least 15 unduplicated employees and will show, at the completion of the contract, \$5,854 in-kind cash match. This match will be linked to the training as outlined in this plan.

SECTION 6. TRAINING PLAN

I. Training start date. August 26, 2014

II. Training end date. August 27, 2015

Note- Training plans can be written for a maximum of two years

III. TOTAL UNDUPLICATED number of employees to be trained. 15

TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, Equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. **Attach a detailed description for each training activity.**

Training Activity	Training Cost	# To be Trained	In-Kind Match	
Job Skill Training Communication Skills Sales Skills	15,000	15	Value of Wages & Benefits	\$9,162.14
			Value of Facilities	
			Value of Equipment:	
			Value of Supplies	
			Other:	
Facility for training (DMACC Southridge Campus)	360	15	Total In-Kind Match	\$9,162.14
Food for participants (\$20/day times 2 days)	600	15		
Total Training Cost	15,960			

PROJECT COSTS AND AWARD AMOUNT

For a program award of less than \$5,000, the business will provide in-kind matching funds. In-kind matching funds include employee wages paid by the business during the training period, the value of business-provided facilities and equipment used for training, or the value of any other resources provided by the business to facilitate the training program. For a program award of \$5,000 or more, the business will provide a cash match of at least 25 percent of the total project cost, including training and administration costs. Is the business's match above the minimum program match?

☒ Yes ☐ No

Total Training Cost	\$15,960
Administration Cost	\$2,394

Des Moines Area Community College



FINANCIAL STATEMENTS FOR AUGUST 31, 2014 AND THE TWO MONTHS THEN ENDED

DMACC Fund Descriptions

Fund 1 – General Unrestricted Fund

This fund is used to account for the general operations of the College. These funds are available for any legally authorized purpose and are, therefore, used to account for all revenue and expenditures for activities not provided for in other funds. The organizational units to be financed through this fund are those which are generally directly concerned with the operation and support of the educational programs of the College as a whole.

Fund 2 – General Restricted Fund

This fund is used to account for resources that are available for the operation and support of the educational programs, but are restricted as to their use by outside agencies or donors.

Fund 3 – Auxiliary Fund

These funds are unrestricted, but they have been designated for a particular use. They account for activities intended primarily to provide non-instructional services or sales to students, staff, and/or institutional departments, and which are in addition to the educational and general objectives of the College.

Fund 4 – Agency Fund

This fund is used to account for assets held by the College as custodian or fiscal agent for others.

Fund 5 – Scholarship Fund

This fund accounts for the receipt and disbursement of scholarship awards to students, primarily PELL grants.

Fund 6 – Loan Fund

This fund accounts for the receipt and disbursement of funds relating to student loans.

Fund 7 – Plant Fund

This fund is used to account for transactions relating to investment in College properties. They include amounts which have been appropriated or designated for purchase of land, improvements, buildings, and equipment, the retirement of indebtedness and the administration of the physical plant.

**DES MOINES AREA COMMUNITY COLLEGE
MONTHLY FINANCIAL REPORT
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BALANCE SHEET & ATTACHMENTS:

- 1 Balance Sheet - All Funds
- 2 Statement of Revenue, Expenditures & Changes in Fund Balance
- 3 Cash In Banks and Investments
- 4 Detail of Liabilities

BUDGET VS ACTUAL AND COMPARATIVE SUMMARY REPORTS

- 5 Budget Balance Report All Funds
- 6 Fund 1 Revenue Comparison
- 7 Fund 1 Expense Comparison
- 8 Graph Showing Actual Revenue and Expenses Compared to Prior
Year for Funds 1, 2 and 7

The financial statements and information listed above has been prepared in accordance with Generally Accepted Accounting Principles and is accurate and complete in all material respects. Beginning Fund Balances are subject to change as a result of the final FY2014 Audit adjustments.



Ben Voaklander, Controller

Des Moines Area Community College
Balance Sheet
August 31, 2014

	Unrestricted General Fund 1	Restricted General Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholar- ship Fund 5	Loan Fund 6	Plant Fund 7	Total
ASSETS								
Current Assets:								
Cash in Banks and Investments	\$ 11,043,800	\$ 48,555,202	\$ 7,650,811	\$ 2,197,205	\$ 179,248	\$ (162,071)	\$ (4,299,259)	\$ 65,164,936
Accounts Receivable	29,640,505	69,162,437	79,643	54,624	-	-	9,145,636	108,082,845
Student Loans	-	-	-	-	-	268,905	-	268,905
Deposits & Prepaid Expenses	(60,656)	1,875	-	-	-	-	-	(58,781)
Inventories	54,118	-	281,488	-	-	-	-	335,606
Total Current Assets	40,677,767	117,719,514	8,011,942	2,251,829	179,248	106,834	4,846,377	173,793,511
Fixed Assets:								
Land, Buildings & Improvements	-	-	-	-	-	-	153,881,607	153,881,607
Equipment, Leased Prop, Books & Films	-	-	-	-	-	-	17,533,317	17,533,317
Less accumulated depreciation	-	-	-	-	-	-	(67,994,515)	(67,994,515)
Total Fixed Assets	-	-	-	-	-	-	103,420,409	103,420,409
TOTAL ASSETS	\$ 40,677,767	\$ 117,719,514	\$ 8,011,942	\$ 2,251,829	\$ 179,248	\$ 106,834	\$ 108,266,786	\$ 277,213,920
LIABILITIES AND FUND BALANCES								
Liabilities:								
Current Liabilities	\$ 3,320,605	\$ 5,585,516	\$ 58,127	\$ 6,050	\$ -	\$ -	\$ 237,638	\$ 9,207,936
Long Term Liabilities	1,497,971	66,741,261	3,212,785	5,700	-	-	1,088,137	72,545,854
Deferred Revenue	24,019,799	47,491,504	-	-	-	-	7,259,530	78,770,833
Deposits Held in Custody for Others	9,387	-	-	2,240,079	-	-	-	2,249,466
Total Liabilities	28,847,762	119,818,281	3,270,912	2,251,829	-	-	8,585,305	162,774,089
Fund Balance:								
Unrestricted	11,830,005	-	4,741,030	-	-	-	-	16,571,035
Restricted-Specific Purposes	-	(2,098,767)	-	-	179,248	106,834	(3,738,928)	(5,551,613)
Net Investment in Plant	-	-	-	-	-	-	103,420,409	103,420,409
Total Fund Balance	11,830,005	(2,098,767)	4,741,030	-	179,248	106,834	99,681,481	114,439,831
TOTAL LIABILITIES & FUND BAL	\$ 40,677,767	\$ 117,719,514	\$ 8,011,942	\$ 2,251,829	\$ 179,248	\$ 106,834	\$ 108,266,786	\$ 277,213,920

Des Moines Area Community College
Statement of Revenue, Expenditures and Changes in Fund Balances
For the Two Months Ended August 31, 2014

	Unrestricted Fund 1	Restricted Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholarship Fund 5	Loan Fund 6	Plant Fund 7	Total
Revenue:								
Tuition and Fees	\$ 8,716,941	\$ -	\$ 69,077	\$ 158	\$ -	\$ -	\$ -	\$ 8,786,176
Local Support (Property Taxes)	1,070,569	1,466,810	-	-	-	-	1,070,562	3,607,941
State Support	5,822,315	743,829	-	2,628	-	-	400,000	6,968,772
Federal Support	-	88,319	-	8,419	(1,276)	-	-	95,462
Sales and Services	83,343	-	582,264	15,702	-	-	5,328	686,637
Training Revenue / Fund 1 ACE	-	2,659,452	-	-	-	-	-	2,659,452
Other Income	170,909	599,214	65,254	333,589	-	-	550	1,169,516
Total Revenue	15,864,077	5,557,624	716,595	360,496	(1,276)	-	1,476,440	23,973,956
Transfers In - General	100,000	-	20,615	1,310	-	-	599,456	721,381
Total Revenue and Transfers In	\$ 15,964,077	\$ 5,557,624	\$ 737,210	\$ 361,806	\$ (1,276)	\$ -	\$ 2,075,896	\$ 24,695,337
Expenditures:								
Instruction	\$ 7,147,507	\$ 2,129,036	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,276,543
Academic Support	2,083,837	10,185	-	-	-	-	-	2,094,022
Student Services	1,570,247	166,103	-	-	-	-	-	1,736,350
Instructional Support	2,117,417	1,572,430	-	-	-	-	-	3,689,847
Operation and Maintenance of Plant	1,198,082	2,003,017	-	-	-	-	-	3,201,099
Auxiliary Enterprise Expenditures	-	-	329,533	-	-	-	-	329,533
Scholarship Expense	-	-	-	-	19,693	-	-	19,693
Loan Fund Expense	-	-	-	-	-	(574)	-	(574)
Plant Fund Expense	-	-	-	-	-	-	2,085,643	2,085,643
Agency Fund Expense	-	-	-	263,379	-	-	-	263,379
Total Expenditures	14,117,090	5,880,771	329,533	263,379	19,693	(574)	2,085,643	22,695,535
Transfers Out - General	599,456	100,000	20,615	1,310	-	-	-	721,381
Total Expenditures and Transfers Out	14,716,546	5,980,771	350,148	264,689	19,693	(574)	2,085,643	23,416,916
Net Increase (Decrease) for the Period	1,247,531	(423,147)	387,062	97,117	(20,969)	574	(9,747)	1,278,421
Fund Balance at Beginning of Year	10,582,474	(1,675,620)	4,353,968	1,440,124	200,217	106,260	99,691,228	114,698,651
Fund Balance at End of Period	\$ 11,830,005	\$ (2,098,767)	\$ 4,741,030	\$ 1,537,241	\$ 179,248	\$ 106,834	\$ 99,681,481	\$ 115,977,072

**DES MOINES AREA COMMUNITY COLLEGE
INVESTMENT RECAP
August 31, 2014**

DEPOSITORY ACCOUNTS

<u>Bank</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>
Bankers Trust	\$ 4,254,990	0.07%	Money Market
Various Checking Accounts	\$ 426,372	0.30%	Checking Accounts
Wells Fargo Bank - Ankeny	\$ 43,102	0.15%	Money Market
Sub Total	\$ 4,724,464		

DMACC INVESTMENTS

<u>Bank</u>	<u>Purchase Date</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>
Bank of the West		\$ 13,081,471	0.24%	Checking Accounts
West Bank		\$ 1,535,906	0.20%	Investment Account
West Bank		\$ 2,000,000	0.45%	9/28/2014
Wells Fargo		\$ 472,573	0.15%	Investment Account
Sub Total		\$ 17,089,950		

					<u>Calculated Term Months</u>
Bankers Trust - Cedar Rapids	May 15, 2013	\$ 3,000,000	0.35%	November 15, 2014	18.3
Bankers Trust - Cedar Rapids	May 15, 2013	\$ 1,000,000	0.41%	May 15, 2015	24.3
Bankers Trust - Cedar Rapids	December 19, 2013	\$ 2,500,000	0.57%	May 19, 2015	17.2
Great Western Bank	October 24, 2012	\$ 120,000	0.35%	October 24, 2014	24.3
Great Western Bank	October 24, 2012	\$ 1,200,000	0.60%	April 24, 2015	30.4
Great Western Bank	October 24, 2012	\$ 90,000	0.60%	October 26, 2015	36.6
Great Western Bank	October 24, 2012	\$ 280,000	0.75%	April 25, 2016	42.6
Wells Fargo - Ankeny	February 20, 2013	\$ 2,175,000	0.30%	February 20, 2015	24.3
Wells Fargo - Ankeny	June 26, 2014	\$ 2,000,000	0.30%	February 26, 2016	20.3
Bankers Trust - Des Moines Money Market		\$ 19,195,132	0.24%	Money Market	
Wells Fargo - Ankeny Money Market		\$ 11,112,208	0.15%	Money Market	
ISJIT Diversified Fund		\$ 678,182	0.01%	Money Market	

ISJIT INVESTMENTS

Total ISJIT Investments \$ 43,350,522

Grand Total of Investments

\$ 65,164,936

Grand Total Weighted Average of Investments

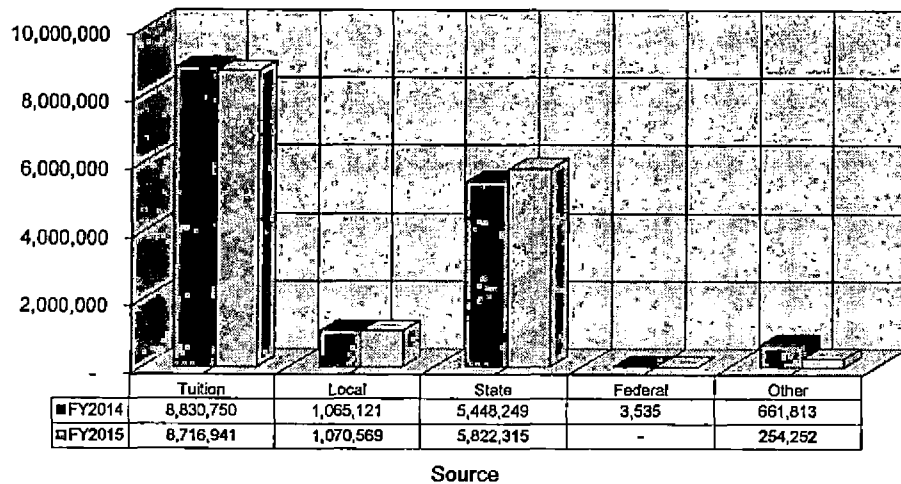
0.25%

Des Moines Area Community College
Fiscal Year Ending June 30, 2015 Budget Report
Summary by Fund (All Funds)
For the Two Months Ended August 31, 2014

<u>Fund Name</u>	<u>Fund Number</u>	<u>Board Approved Budget</u>	<u>Working Budget</u>	<u>Amount Received/ Expended</u>	<u>Budget Commitments</u>	<u>Working Budget Balance</u>
Revenue						
Unrestricted Current	1	\$ 103,305,696	\$ 105,255,028	\$ 15,964,077		\$ 89,290,951
Restricted Current	2	51,373,600	52,913,809	5,557,624		47,356,185
Auxiliary	3	3,535,468	3,535,468	737,210		2,798,258
Agency	4	681,605	681,605	361,806		319,799
Scholarship	5	25,845,259	25,845,259	(1,276)		25,846,535
Loan	6	5,000	5,000	-		5,000
Plant (Note 1)	7	25,040,713	25,040,713	2,075,896		22,964,817
Total Revenue		\$ 209,787,341	\$ 213,276,882	\$ 24,695,337		\$ 188,581,545
Expenditures						
Unrestricted Current	1	\$ 103,301,481	\$ 103,487,031	\$ 14,716,546	\$ 47,922,799	\$ 40,847,686
Restricted Current	2	51,514,432	54,331,680	5,980,771	7,152,950	41,197,959
Auxiliary	3	3,931,986	4,066,767	350,148	1,500,465	2,216,154
Agency	4	826,552	836,636	264,689	194,279	377,668
Scholarship	5	25,865,259	25,872,759	19,693		25,853,066
Loan	6	5,000	5,000	(574)		5,574
Plant	7	21,739,175	21,999,981	2,085,643	810,618	19,103,720
Total Expenditures		\$ 207,183,885	\$ 210,599,854	\$ 23,416,916	\$ 57,581,111	\$ 129,601,827

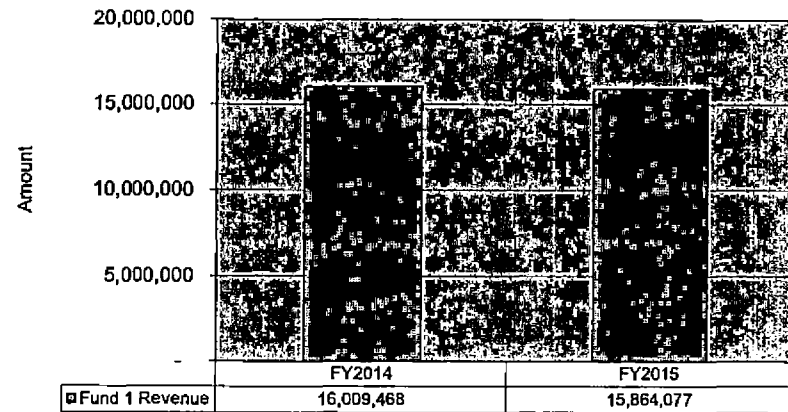
**Des Moines Area Community College
Revenue/Expense Comparison With Prior Year
For the Two Months Ended August 31, 2014**

**Fund 1 Revenue Comparison by Source
August 31, 2014**

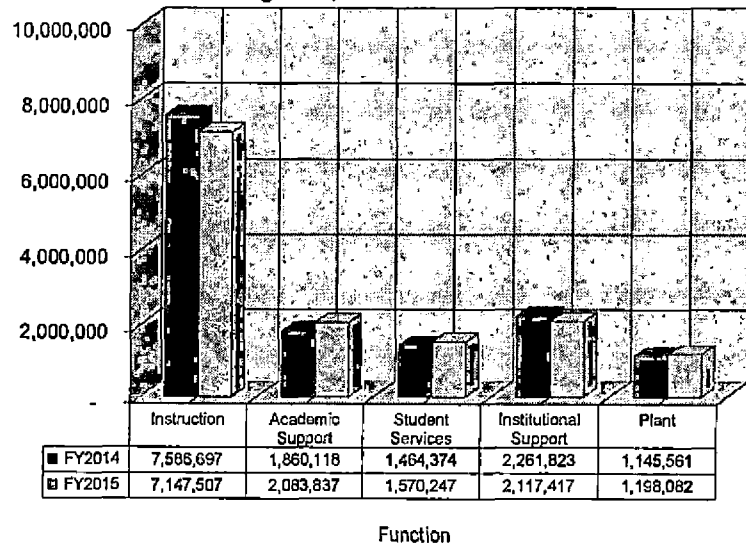


Tuition Decrease	-1.29%
Overall Decrease	-0.91%

**Fund 1 Revenue
August 31, 2014**



**Fund 1 Expense Comparison by Function
August 31, 2014**



Overall Decrease	-1.41%
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**Fund 1 Expense
August 31, 2014**

